

INDEPENDENT POWER TRANSMISSION OPERATOR (IPTO)
PURCHASING & LOGISTICS DEPARTMENT
89, DIRRAHIOU & KIFISSOU Street
104 43 ATHENS GREECE

INQUIRY No: 401517

OBJECT: STEEL LATTICE TOWERS FOR
TRANSMISSION LINES 400KV

SPECIAL TERMS

1. OFFERS SUBMISSION:

- 1.1 In the present Inquiry right for the submission of offers have all individuals or legal entities of any legal form, apart from off-shore companies.
- 1.2 Bidders shall have to submit on penalty of nullity on a contrary case, the following particulars together with their offer:
- 1.2.1 A solemn statement of the Law 1599/1986 signed by the legitimate representative of the Company and certified by the proper authorities, in which they will state that their company does not fall within the prohibition of the Laws 3310/2005 regarding the "off-shore" companies.
This term applies to foreign commercial undertakings.
- 1.2.2 Declaration that in the Company's capital share there is not any share of a "Societe Anonyme" (SA) company superior to 1% of the capital share.
On a contrary case, such Company shall have to submit the following, depending on a case by case, evidence for SA Companies .
- 1.3 As far as "Societes Anonymes" (SA) companies are concerned, the following shall apply :
- Their shares shall have to be nominated, otherwise the relative offers shall be definitely rejected with the exception of the cases referred to here below under paragraph B2.
Therefore, "S.A" companies, together with their offer, shall have to submit the following:
- A. Domestic Companies
- a. A certificate of the Prefecture of the place of the seat of Company, stating that the company's shares' are nominated.
- b. A detailed list of the shareholders' identification information, as registered in the Company's books.
- B. Foreign Companies
1. In case that the Law of the country where such Companies seat, imposes the obligation of nomination of shares up to person level, the following shall have to be submitted:
- a. Certificate issued by the competent authority, stating that, in compliance with the Law of their country, that the shares are nominated.
- b. Detailed list including shareholders' identification information as registered in the shareholders' book of the Company.
2. In case that the Law of the country where such (foreign) Companies seat, does not impose any obligation of nomination of shares up to person level, the following shall have to be submitted:
- a. Certificate, issued by the competent authority, stating that, in compliance with the Law of their country, there is no obligation for nomination of shares, or, a solemn statement of the Company, duly legalised.
- b. Valid and up-to-date list of the Company shareholders that possess a share superior to 1% of the capital share, or, voting right in the Company.
- C. Companies listed in the Stock – Exchange of Countries- members of E.U or O.E.C.D
- a. Certificate of the Stock-Exchange, in which it will be stated that the Company is listed in this Stock-Exchange.
- b. Information bulletin of the shares of the Company, in compliance with the provision of the local Law.
- 1.4 All data concerning shareholders of domestic or foreign companies, can be submitted in CD form.
- 1.5 All documentation of foreign companies shall have to be duly attested and accompanied by an official translation in the Greek language.

IMPORTANT NOTE: Attention should be focused on the fact that all requested –on a case by case basis- evidence should be submitted together with bidders' offers. A posteriori submission is not acceptable and in case of lacking evidence, the offer shall be definitely rejected.

2. SPECIAL LEGAL PROVISIONS

SPECIAL PROVISION FOR THE IMPLEMENTATION OF LAW 3310/2005 (Official gazette, volume a, issue no. 30), AS SAME IS IN FORCE FOLLOWING AMENDMENT THEREOF BY VIRTUE OF LAW 3114/2005 (Official gazette, volume a, issue no. 279).

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2.1 SOLEMN STATEMENT OF ARTICLE 8 OF LAW 1599/1986:

For the implementation of Article 5 of Law 3310/2005 as in a force, following amendment thereof by virtue of Article 5 of Law 3414/2005 and as provided by the Joint Ministerial Decision of the Ministers of Development and the State No 20977/23.078.2007 (Off. Gazette No 1673/Issue B), prior to the signing of the contract, a formal statement as provided by Article 8 of Law 1599/1986 (as amended) must be submitted by the legal representatives of the lowest bidder to IPTO S.A., by which it will be formally declared that no condemnatory Court Decision regarding the offense of active corruption as provided by Article 3 of Law 3310/2005 as amended and in force, has been issued against the persons stipulated by the same Article of the said Law.

In cases where the abovementioned 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 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.

2.2 During the bidding procedure such Bidder shall submit a formal statement, in which he shall declare that in case he is the lowest bidder, he shall submit prior to the Contract signing, the formal statement of the Law 1599/1986, as described here above.

2.3 Special provision concerning implementation of article 4, par.4, of Law 3310/2005, as same is in force following its amendment by Law 3414/2005, in regard to the off-shore companies.

During the bidding procedure, it shall be verified, under penalty of disqualification of the candidate, whether the latter's participation falls within the prohibition under article 4, par.4, of Law 3310/2005, as same is in force following its amendment by virtue of Law 3414/2005 (off-shore companies). For this propose, the prospective Bidders shall submit a relevant formal statement stipulated by article 8 of Law 1599/1986, as same is in force, certified in accordance with the Law by the competent authority, signed by the legal representative of the said enterprises or by a person duly authorized for this purpose by their board of directors (by also submitting a certified copy of the pertinent minutes), by virtue of which they shall state that the company does not fall within the prohibition of article 4, par.4, of Law 3310/2005, as same is in force following its amendment by Law 3414/2005 concerning off-shore companies.

2.4 Special provision concerning implementation of paragraph 1, article 8, of Law 3310/2005, as same is in force following its amendment by virtue of article 8 of Law 3414/2005 – conversion of shares into registered ones.

Insofar as bidding is concerned involving a value or amount of consideration which exceeds the sum of the million (1.000.000,00) EUROS, the societies anonyms which participate in the bidding independently, in a joint venture or association of persons, or in an entity of any other form, must submit the following supporting documents :

(a)The Greek societies anonyms, the documents stipulated by the provisions of Presidential Degree 82/1996, as same is in force following its amendment by virtue of article 8 of 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 anonyms, the documents stipulated by the provisions of article 8 of 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).

In the event a company of another legal form participates in the bidding, the said company is obliged to submit a formal statement stipulated by Law 1599/86 stating non participation of a Societies AnonymS in its capital, otherwise, the above-mentioned paragraphs (a,b) shall apply in respect to the Society Anonym which holds partnership shares.

3. FORMULATION OF THE BIDS

3.1 All offers shall have to be complete and include all typical and technical evidence required by the bidding. In case such evidence is not sufficient, apart from any other consequence, such deficient offer shall be evaluated by the involved Dpt of IPTO SA, in it's adverse for the Bidder version.

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3.2 It is stressed that after the unsealing of offers, the submission of complementary evidence is not allowed and any potential, complementary evidence or data submitted this way, shall not be taken into account in the bid evaluation procedure. Complementary evidence shall be acceptable only in case this evidence is required by the involved Departments or Services of IPTO SA.

4. **TECHNICAL EVALUATION OF TENDERS**

In order for a bid to be **TECHNICALLY ACCEPTABLE**, the bidder shall in the first place have to prove that the manufacturer:

4.1 Has manufactured and sold to Transmission System Operator (TSO) in the last five years at least 300tn of steel lattice Transmission towers that have been installed and operate in a satisfactory way.
As steel lattice towers are defined Transmission Lines Towers, voltage 150kV and over that have been installed in the Greek Power Transmission System.

4.2 Disposes the appropriate installation, for this purpose.

4.3 Employs personnel appropriate for the said purpose.

4.4 Owns or cooperates with a recognized testing laboratory.

4.5 Owns or cooperates with a galvanizing plant with a bath longer than 8 m.

5. **TENDER PARTICULARS**

In order for the above criteria to be fulfilled, the tenders – on penalty of rejection – shall have to contain the following particulars:

5.1. Certificate of compliance in accordance with EN 1090-1 for execution class EXC3.

The Tower TL 400kV towers to be supplied do not include welds.

The opening of holes by drilling is mandatory only regarding the following tower elements:

- Corner legs
- Main elements of cross arms (internal bracing not included)
- Holes locate nearby the bending zone of corner members and gusset plates
- Other elements the thickness of which exceeds 10mm and 14mm for S355 and S235 steel qualities respectively, according to EN-10025 Standard.

5.1.1. A list of steel lattice towers manufactured by the bidder in the last five years. Such list shall have to comprise the following elements:

- a. Purchaser
- b. Network Voltage (if it has to do with energy towers or steel structures)
- c. Quantities in tons, year of sale
- d. Certificates from the Users that the material has not had any problems from its receipt and installation and during its operation.

5.1.2. A topographic plan of the available plot with the existing installations of the manufacturer. The areas have to suffice for the storage of both the raw materials and the ready material, after it has been sorted out. Plan drawings showing the available equipment, its description, technical data, etc. The bidder has to have at his disposal, apart from the general equipment, special automatic machinery for the cutting and perforation in series of angle pieces, plates and junction pieces so as to ensure the interchangeability of the tower's components.

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- 5.1.3. List of personnel employed, in which there shall be stated the total number of employees and its making up per speciality.
- 5.1.4. Description of proposed testing laboratory (owned or recognized).
- 5.1.5 Plan drawings of the owned existing galvanizing plant or instead, submission of an agreement of cooperation with such a plant, technically acceptable to IPTO. In the case of the cooperating plant there has also to be submitted the appropriate drawings, descriptions, etc. The plant's galvanizing bath has to be at least 8 m. long.
The galvanizing plant must be certified for the dip galvanizing according to ISO 1461 as provided by EN 1090-2.
- 5.1.6 Description and topographic plan with the means serving the area where there will take place:
- The sorting out and storage of the steel to be delivered.
 - The assembly test of every type of tower and the interchangeability tests.
- 5.1.7 The yearly productivity of the existing equipment shall have to exceed the yearly offered quantity. The stated yearly productivity shall be cross-checked by IPTO during the technical evaluation procedure, so as to ascertain it and prove as well that its capacity is equal or bigger than the yearly offered quantity. In case IPTO realizes lower yearly productivity than the stated one, then the offer shall be valid only for the acceptable yearly productivity.
- 5.2. Certification of quality according to EN ISO 9001 for the manufacturing plant.
- 5.3. An environmental management system, under EN ISO 14001 for the galvanizing plant.
6. PRICES TO BE QUOTED
- All prices shall be quoted mandatorily, on penalty of nullity, in EURO as follows:
- 6.1 Greek Bidders
Prices for delivery at IPTO SA store on supplier vehicle.
- Prices quoted shall be clear for IPTO SA and they will include all legal charges and expenses related with the supply of the material except VAT as per Law-1642/86, which will be obligatorily stated by the Bidders for the offered material.
- The prices shall be quoted at the respective column of the "Summary of Proposal" (FORM 32.30) which shall have to be fully filled in.
- 6.2 Foreign Bidders
-Offers which depend their prices on the exchange rate between the offer currency and any other currency, shall not be taken into consideration.
- Bidders must quote strictly in accordance with the requirements of the attached Summary of Proposal FORM DYPM- 32.26L and must include all costs chargeable to Supplier (custom duties, expenses of custom clearance, storage, transport charges etc) for the delivery of material to IPTO' s stores.
- 6.3 Alternative offers for the same type of material are not allowed.
7. EVALUATION OF THE BIDS
- 7.1 The criterion of the evaluation of the Bids, will be the lowest price in combination with any cost of specified type tests.

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7.2 The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for delivery of materials for delivery at IPTO's warehouses, on a supplier's vehicle.

8. NEGOTIATION – ALLOCATION OF QUANTITIES

The Bidding Inquiry shall be made in accordance with the negotiation procedure, upon an inquiry publication.

The total quantity of the steel shall be assigned to two (2) distinct suppliers.

The first one shall be assigned the 65% of the quantity, the second one the 35%,

The procedure to be applied, shall be the following:

After the economic evaluation of the bids, the lowest bidder shall be assigned to 65% of the quantity.

The remaining, technically and typically acceptable bidders, will be asked to submit a new, improved economic offer, in a sealed envelope, at a date to be specified.

From the economic evaluation of the new economic offers submitted, there shall come forth the second lowest bidder per item, which will be assigned the 35% of the quantity.

In case of equal pricing of the bids, there will be either choosing by lot, in the presence of all interested suppliers, or the remaining quantity shall be allocated, upon consent of IPTO SA to both lowest bidders.

IPTO SA reserves itself the right to cancel the inquiry or to assign part of the quantity, provided that IPTO considers that the negotiation procedure has not been fruitful, without the participants in the bidding having the right to claim indemnification of any kind whatsoever.

Also IPTO SA reserves itself the right to allocate the remaining 35% of the quantity to the first lowest bidder, provided that it considers that the remaining offers are not satisfactory.

9. TERMS OF PAYMENT

9.1 Terms of payment against Advance payment or Letter of Credit are not accepted. In case such terms are submitted, these terms shall not be taken into consideration.

9.2 GREEK BIDDERS

According to para. 3 of General Contracting Terms. (FORM Σ2/30.10.2000). Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the documents, to IPTO SA offices, provided that materials have been delivered. If the 20th day of the second calendar month is not a working day, the payment will be settled the following working day.

9.3 FOREIGN BIDDERS

According to para. 4 of General Contracting Terms. Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the documents, to IPTO offices in Athens (Financial Department, 89 DIRRAHIOU & KIFISSOU STR), provided that materials have been delivered. If the 20th day of the second calendar month is not a working day, the payment will be settled the following working day. All these documents must be issued to the name of IPTO S.A.

Each contracting party will bear all charges commissions and expenses of the Bank of its country relevant to the fulfillment of Purchaser's payment obligations towards the Seller.

10. PRICE ESCALATION

10.1 Prices are readjustable, on the basis of the following formula:

$$T_1 = T_0 \{0,20 + 0,50(X_1/X_0) + 0,08(\Psi_1/\Psi_0) + 0,22(E_1/E_0)\}$$

Where at:

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T_0 = The offer price in €/Kgr, which includes all charges.

T_1 = The readjusted price following the application of the formula in €/Kgr.

X_0 = Steel price (S.B.W FACHSERIE 17-Reine 2, FORMASTAHL) per Metric ton as it is registered in the monthly Bulletin of Electricity Rates and Raw materials (code No 2625) valid on the preceding calendar month of the bid submission.

X_1 = The same as above steel price, valid for a time period, as follows:

- As for the first two deliveries, the steel price in force at the month that follows the month of the Contract taking effect (under the precondition that the towers steel quantities for manufacturing schedule, has been submitted).
- As for the two subsequent deliveries, the steel price in force the sixth calendar month following the month the contract has taken effect (under the precondition that the towers steel quantities for manufacturing schedule, has been submitted).
- In the case of increase of the contract quantities, the steel price in force at the month of Supplement signing.

Ψ_0 = Zink price per metric ton as it is registered in the monthly Bulletin of Electricity Rates and Raw materials (ZINK SPECIAL HIGH GRADE, code no 2043) valid on the preceding calendar month of bid submission.

Ψ_1 = The same as above Zink price, valid for a time period, as follows:

- As for the first two deliveries, the Zink price in force at the month that follows the month of the Contract taking effect (under the precondition that the towers steel quantities for manufacturing schedule, has been submitted).
- As for the two subsequent deliveries, the Zink price in force the sixth calendar month following the month the contract has taken effect (under the precondition that the towers steel quantities for manufacturing schedule, has been submitted).
- In the case of increase of the contract quantities, the Zink price in force at the month of Supplement signing.

E_0 = General average wage of Social Insurance Fund (IKA) in Greece, Index for Constructors of Metal Products (Branch 15) valid on the Calendar month preceding the one of bid submission.

E_1 = - As for the first two deliveries, the labor cost price in force at the month that follows the month of the Contract taking effect (under the precondition that the towers steel quantities for manufacturing schedule, has been submitted).
- As for the two subsequent deliveries, the labor cost price in force the sixth calendar month following the month the contract has taken effect (under the precondition that the towers steel quantities for manufacturing schedule, has been submitted).
- In the case of increase of the contract quantities, the labor cost price in force at the month of Supplement signing.

10.2 The price adjustment for the material shall be paid after the entire delivery of the Material, upon the signing of the relevant Supplementary contract.

10.3 During the contractual price readjustment if the relevant indices are already Published except the indices of IKA's wages a temporary price readjustment shall be done and the contract will be cleared based on the last available published wages indices.

After the temporary pay off of the contract and if it the only rendency that remains for the final payoff is the final price readjustment, which, after a brief calculation appears positive for the Seller, the Good Performance Letter of Guarantee of the contract shall be returned.

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For this temporary price readjustment the issue of a relevant Supplementary Contract shall not be required, but, the submission by Seller and the approval by the IPTO's office in charge, of the relevant invoice with a calculation table attached shall be sufficient.

After the publication of the indices of IKA's wages, the final readjustment of contractual prices, the issue of relevant Supplementary Contract and the final pay off, will take place.

If IPTO deems that there are serious violations of the contractual obligations of the Seller as well as important delays of the contractual deliveries, reserves the right not to effectuate such a temporary readjustment of the contractual prices.

10.4 As delivery time (month) for the computing of price escalation, will be considered the date (month) on (in) which readiness of the materials for inspection, was declared by the Seller. If the delivery of the material occurs after the contractual time, the time period for price readjustment will be chosen by the one who did not ask or caused the delay in the delivery of the material.

If, for any reason, the delivery is done earlier than the contractual time of delivery, as time for computation of the price adjustment will be assumed the actual time of delivery (DATE OF READINESS)

10.5 Tenders which differentiate the above adjustment formula shall be rejected.

10.6 The penalty clause for delayed deliveries, if any, shall be computed on the basis of the contract unit price of the material.

10.7 It is clarified that the evaluation of the tenders shall be made on the basis of quotations and disregard of adjustment.

10.8 In case the offered products are subject to import duties, Seller shall submit, together with every invoice for the contractual value of the materials, a separate invoice for the final price readjustment provided, all readjustment indices have been published.

In case, however, the readjustment indices have not been published, the Seller shall declare the presumptive readjustment value, based on the most recent indices, published before shipment of the materials.

This declaration shall be made by a note, on the copy of the invoice indicating the contractual value of the materials, submitted for the Customs.

We wish to point out that the above are necessary for the clearance through customs of the materials, given that the value of the materials, as well as the price escalation, are subject to import duties.

All expenses incurred by the Purchaser on account of the Seller's non compliance with the above shall be chargeable to Seller.

11. MODE AND DATES OF DELIVERY

11.1 The material shall be delivered in 4 successive quarterly partial deliveries. The first of them shall take place 5 months as from the date of notification of the quantities of tower steel to be manufactured, the 2nd 08 months, the 3rd in 11 months and the 4th in 14 months.

With one (1) month at the maximum as from the signing of the Contract, there shall be fixed the quantities of tower steel to be manufactured of the three quarterly deliveries.

Also date of this fixing there is considered that of the relevant communication letter to the supplier.

In case of increase of quantities, the quantities of steel to be manufactured shall be given within the first month after the signing of the relevant Supplement of the Contract.

11.2 Seller is obliged to deliver the material of a partial delivery totally, otherwise the whole delivery will be out of date. The penalty clause for delayed deliveries, if any, shall be computed on the basis of the initial contractual unit price (€/kgr) and the relevant term of GENERAL CONTRACTING CONDITIONS (FORM S2.30.10.2000).

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Purchaser has the right to deliver part of the material of a quarterly partial delivery, without the obligation to pay the a/m material before the delivery of the whole delivery.

The classification of the ready material will permit the delivery of a particular part of the basis of the tower (foundation, legs, frame) and or trunks of any type of tower.

Purchaser reserves the right to deliver parts of the quarterly deliveries as above.

11.3 The delivery pace of each trimester shall be decided upon in collaboration with IPTO warehouse, in order for the delivered material sorting and checking to be practicable.

11.4 The delivery of the material shall be made at IPTO warehouse in Larissa, on a proper SELLER's vehicle, in a way that the vehicle facilitates the unloading of the material with forklifts.

The material can be either delivered on construction sites, following a related agreement made between IPTO and the Seller.

12. **PARTICIPATION LETTER OF GUARANTEE**

12.1 Participants submitting an offer for the whole of the materials included in the Inquiry, must also submit a Participation Letter of Guarantee, according to paragraph 9 of General Bidding Terms (FORM D2/30.10.2000- MODIFIED ACCORDING TO THE DECISION OF GENERAL DIRECTORS) for a sum of EURO 50.000,00.-

12.2 The validity time of the Participation Letter of Guarantee shall be 12 months at least, from the date of its edition and the way of its extension.

12.3 Participation Letter of Guarantee will be enclosed in the envelope containing technical elements.

13. **BIDDERS APPEALS**

Each Economic Entity that is interested in concluding a contract with IPTO SA, that falls within the field of the Directive 2004/17/EU, as is currently applicable and has been transferred to the National law with the article P/D 59/2007 as is in force, has the right to affect with his appeal each executing action by the company, that is related with the process of selection, which considers that derogates, in a non legally way, his interests.

Such an appeal is exercised according to the conditions that are provided by the current and valid law in use (for the time being Law 3886/2010) for the provision of legal protection, at the stage that leads to the conclusion of the contract.

The deadline for exercising the appeal and any subsequent precautionary measures, only imply with suppressive effect, as the law provides.

Each, according to the above, appeal addressed to IPTO SA is examined by the designated in the inquiry's official body or officer (in the specific inquiry by the Chief Executive Director which issues a justified decision for the mentioned appeal within a deadline of fifteen (15) days starting from the day of its submission and communicate it in writing to the concerned Bidder. If the fifteen (15) day deadline passes by without any action, then the rejection of the appeal is presumed.

14. **TESTS**

14.1 On each partial delivery's material there shall be performed the test mentioned in detail in the attached technical specifications

14.2 During the quality control of the material the Seller has to deliver to the authorized representative of IPTO a full set of quality certificates of the raw material. IPTO representative has the right to demand the repetition of the raw material's tests.

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- 14.3 The raw material to be used for the production of the ready T. L. tower steel shall be free from radioactive residues. Corporation retains the right to check this property of the steel any time in accordance with the European Recommendation: Radiation Protection 89.
15. GREEK BIDDERS
IMPLEMENTATION OF ARTICLE 57 OF THE CONSTITUTION
On penalty of nullity of the relevant bids, bidders shall attach to their offers a Declaration of the Law 1599/86, worded in compliance with the attached specimen 21.15, that no person that participates in their Companies in a capacity that is cited in this sample, is a Member of Parliament.
16. FOREIGN BIDDERS
ATTORNEY-IN-FACT (ANTIKLITOS)
In their tenders Bidders are required to name their attorney-in-fact in Greece. The special clause below shall be included in the contract that will be established, if its total value exceeds EURO 60.000.-
"The contracting firm declares hereby that it appoints and constitutes Mr. (Name, father's name, surname, profession) resident of..... (City or town, street, number, postal code as its attorney-in-fact (Antiklitos) in Greece.
At the instance of IPTO SA or of its general or special successors and representatives the attorney-in-fact (Antiklitos) appointed as above and at his aforementioned address will also be served upon all documents under article 142, paragraph 4 of the Code of Civil Procedure, that is all extra judicial and judicial deeds related to the contract, including the documents initiating court or arbitration proceedings and the decisions (awards) or deeds requiring action which may be taken only by the person himself upon whom the document has been served, unless otherwise expressly specified in the contract. In case of doubt, the service of documents on the attorney-in-fact (Antiklitos) appointed under the contract is optional, while his revocation or resignation entails consequences for IPTO SA or its general or special successors only as from its or their receipt of the relevant notice and only if same includes the appointment of another attorney-in-fact (Antiklitos) in the same city or town stating his exact address.
The same also applies in case of change of the address of the attorney-in-fact (Antiklitos) appointed in the contract or later on".
17. GOOD PERFORMANCE LETTER OF GUARANTEE
- 17.1 Greek Bidders
According to paragraph 14 of the General Contracting Terms (FORM Σ2/30.10.2000).
- 17.2 Foreign Bidders
According to paragraph 16 of the General Contracting Terms (FORM S2/30.10.2000).
- 17.3 The percentage of ten percent (10%) of paragraph 14.1 of the General Contracting Terms (FORM Σ2/30.10.2000) and the paragraph 16.1 of the General Contracting Terms (FORM S2/30.10.2000), is modified and defined at five percent (5%), in compliance with Law 4281/2014.
18. INCREASE OR DECREASE OF QUANTITIES
According to paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO SA reserves the right to increase or decrease the quantity of the materials by up to 30% of the total value of the materials before, during or after the award of the supply, the supplier having no right to increase the unit prices or request any further benefits.
In case the quantity that occurs from the increase or decrease of the material is expressed in a decimal part of the unit's measurement, this decimal number shall be rounded off to the next higher integer digit if it is between 0.5-0.99 and to the next lower integer digit if it less than 0.5.
Notification of the supplier concerning the increase or decrease of contractual quantities shall be provided after the signing of the relevant Contract within a predetermined time period which is to be specified in the respective Contract.

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The said time period will not exceed 1/4 of the total contractual delivery period. In case of increase of quantities, the said time period can be extended to the fulfillment of the contract (The return of the good performance letter of guarantee) as long as this term is accepted by the supplier.

19. EXTRAORDINARY NEEDS

The Purchaser retains the right, having notified the Manufacturer three (3) months before the contractual delivery date, to demand the speeding up of the contractual delivery dates of quantities of contract's items or the manufacture of new items for covering his extraordinary needs. The value of such modifications (tower parts composition) shall not exceed 15% of the total annual starting price.

20. CONSTRUCTION MATERIAL, COMPONENTS AND TOWERS' CONNECTIVE MATERIALS

- 20.1 As far as the 400KV towers (item 1) are concerned, the following should be stressed, in a indicative way:
- The 75% of tower weight is made of steel S 355 J_R/J₀ (upon EN 10025)
 - The 25% of the tower weight is made of steel S 235 J_R/J₀ (upon EN 10025)
- It has to be cited that the 30% of the total weight is cold rolled steel.
- 20.2 Each tower consists of the following parts: trunk, extension of trunk, legs for trunk of normal height, legs for extended trunk and foundations, whose contractual weights (including bolts and zinc-plating) are shown in the list of towers' heavy parts. The seller accepts the correctness of these lists without any reservation(s).
- 20.3 Each part of the tower consists of pieces shown in the detailed construction drawings, that is angle pieces, junction pieces and components, connecting materials, danger warning signs, etc.
- 20.4 Angle pieces include bars of every dimension and form (jambs, diagonal pieces, unloaded pieces) which make up a contour or truss of the part of tower in question, that have suitable holes, trimmed ends, bends, etc, so that assembly can become both possible and easy.
- 20.5 Junction pieces and components include plates, angle or other pieces of any size, shape and form, which are necessary for the assembly of towers, the components for fastening on the tower the phase and protection leads as well as the towers' earthing rods together with the bridges, that is the corresponding pieces of the lead connected to the tower.
- 20.6 Connecting materials include bolts, corresponding nuts, grover-washers and gaskets, of all sizes and forms, necessary the assembly of the towers, even if these materials are not shown in the construction drawings. The quantity of connecting materials delivered shall be larger than the required one by 3%, given that this has been taken into account during the drawing up of the weight lists and thus the Purchaser is not liable to any extra charge.
- 20.7 In the detailed drawings that will be given to the Seller, there are specified all the above, that is angle and junction pieces, trimmed ends, etc, as well as components for fastening phase and protection leads, earthing rods and bridges, bolts, nuts, washers and gaskets, etc.
- 20.8 For the calculation of the theoretical weight of the towers' parts, there are used the tables of cross-sections – weight of angle pieces attached to the Technical Specification of 400 KV T. L. steel towers, the tables of heavy bolts-nuts (din 7990& Din 934), washers (DIN ISO 7089) and grover-washer (DIN 127) and the specific weight of steel (7.85 gr/cm³).
- Moreover, there is noted that there are not taken into account the increases/decreases in weight owing to trimming, holes, etc in angle and junction pieces (for which there are taken into account their original rectangular pieces), while the increase in weight owing to zinc-plating is deemed to amount to 3%.
- The thickness tolerances of angle pieces and plates have to be such that the actual thickness of angle and junction pieces will not be smaller than those shown in the detailed drawings.

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In case of ordering special towers or parts of such towers, the Seller has to effect the corresponding modifications to the basic construction drawings, since he is given in time (that is, at least, two months before the starting of manufacturing the respective list) the relative data by the Purchaser. The difference in weight, involving either increase or decrease, which might result shall be calculated in the same way as the theoretical weights of partial towers and shall be paid at the unit price per kg of weight of the Contract.

The resulting in this way, new construction drawings shall be approved by the Purchaser before manufacturing and henceforth shall be his property.

20.9 The towers' trunks include a danger warning sign together with its components (one piece per tower-trunk) as well as the components for fastening on the towers the joints of the phase and protection leads shown in the drawings. Moreover, each tower-trunk includes four (4) earthing rods.

20.10 The payment for anti-creeper lattices, which might be required, shall be effected to the Seller based on their contractual weight mentioned in the weight lists and the unit price per kg of steel of the Contract.

20.11 No change in the characteristics of the towers' pieces is allowed. In exceptional and fully justified cases, changes in cross-sections are possible only on the Purchaser's written approval and providing the application for this is accompanied by the necessary drawings and calculations, also covering the effects of the change. The written application is necessary even in the event of a reinforcing the tower, arising from this change.

20.12 In the event of the need for changing a cross-section of certain pieces, requested by the Supplier, the modified cross-section shall be, in all respects, as far as its strength is concerned, equivalent the previous one, on the Purchaser's written approval. Any expense due to or deriving from this change shall be born by the Seller.

20.13 The order of precedence of the Purchase's requirements for the manufacture of the pieces is as follows:

- (a) Easy assembly and interchangeability of pieces.
- (b) Manufacture drawings.
- (c) Technical description of 400 KV T. L. steel towers and documents attached to it.
- (d) Internationally accepted manufacture standards.

21. TECHNICAL SPECIFICATIONS, SKETCHES AND CONSTRUCTION DRAWINGS

21.1 The construction of the towers to be supplied shall be based on detailed drawings of the Purchaser, which resulted from the design and testing of towers based on 400 KV T. L. Specification. The informative, manufacture data, which are necessary for the manufacturer, are included in the Technical Description of 400 KV towers and the documents attached to it, which are a part of the present Contract.

21.2 The construction drawings of the towers are the Purchaser's property. The Seller may not make use of these drawings, beyond his obligations, which derive from the Contract, without the Purchaser's prior written consent.

21.3 The Seller is responsible for the high standard and workmanlike manufacture of the material, the easy assembly of the pieces and the interchangeability of like elements. Therefore, the Seller shall have to carry out an assembly test of each type of tower or tower part in order to correct the construction drawings if need be, given that he assumes full responsibility for the checking of the correctness of the drawings, being fully accountable for the consequences of inadequate interchangeability of the pieces.

22. STORAGE – PACKING – PLANNING

22.1 The packing of the material shall be as done as follows:

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(a) Of the pieces of the towers and of the junction pieces, apart from small ones, in packages up to 1000 kg approximately in weight, consisting of the piece itself and tied at their two ends with double galvanized wire or with stainless, tough tape so that the packages shall break up, when dropped to the ground from a height of 1 m.

All the pieces of the towers, whether in packages or separate, shall be painted at both end cross-sections with a distinctive colour, different for each type of tower, as follows:

Type S: azure

Type R: brown

Type T: orange

Type Z: white

(b) Of the connecting materials and the tower's components and the small junction pieces in wooden cases, of careful construction and adequate strength, for transportation by car. Each case shall contain material of the same kind.

The gross weight of each case shall not exceed sixty (60) kg approximately and the number of like pieces contained in it shall, if possible, be a multiple of 5. Each case shall bear externally on its opposite sides, a sign mentioning the kind of the contained material, the number of pieces, the gross and net weight, the order number and IPTO 's number of the material, which shall be determined on the signing of the Contract.

The Seller with whom the present Contract is concluded, has to notify the Purchaser in writing of anything he might be requested, regarding raw materials, supply dates, their quantities, production planning, etc.

22.2 In order to facilitate the work of qualitative control, the Seller shall submit a classification list of materials, which shall contain, for each table, the characteristic number (or symbol) of each package (or case) with the breakdown of the contents. The packages or cases shall bear a sign with the corresponding characteristic number (or symbol). The total number of packages (and cases) of each table's material shall be classified separately so that the tables will be distinguished easily.

23. PENALTY CLAUSE

23.1 The penalty clause for each delayed delivery will be 0,5% per whole week and will be no more than five percent (5%) of the contractual value of this quantity.

For the calculation of the penalty clause which will be according to paragraph 11 of General Contracting Terms (FORM Σ2/30.10.2000), shall be taken as the date of delivery of the notice of readiness for inspection of the material

24. SPECIAL TECHNICAL TERM

In compliance with article 34 of the Directive 2004/17/EU, offers are acceptable provided they comply with approved European or international standards and respond in an equivalent manner, to the performance or functional requirements of the material of the present inquiry.

Bidders shall have to prove in a satisfactory, for the purchaser, way and using every proper means, that the offered material, which complies with the technical standard, responds to the performance or functional requirements defined in the specification of the present inquiry.

The foregone proving evidence shall have to be submitted together with the offer. A posteriori submission of the evidence is not acceptable.

25. VALIDITY OF THE BIDS

25.1 Bids shall be valid for 120 (one hundred and twenty) days (attached Specimen 24.14.1)

25.2 In case of extension of the bid, the bids that have already been submitted can be returned to the suppliers. If the bids are not claimed and remain in competent Office, they will be valid, as they are, also for the extension

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of the bid, unless the bidders modify, complete or withdraw their bid by their declaration which must be submitted by the new date/time of the unsealing.

26. **EFFECTIVE DATE OF THE CONTRACT**

The following term shall be included in the signed Contract :

"The effective date of the contract will be the twentieth (20th) day from the date which is referred in the first page of the Contract".

27. **GENERAL BIDDING AND CONTRACTING TERMS**

Greek Bidders

General Bidding Terms valid at the present Inquiry are included in the attached FORM Δ2/30.10.2000 and General Contracting Terms are included in the attached FORM Σ2/30.10.2000.

Foreign Bidders

General Bidding Terms valid at the present Inquiry are included in the attached FORM D2/30.10.2000 and General Contracting Terms are included in the attached FORM S2/30.10.2000.

28. In case of conflict between the Special Terms and the General Terms and Conditions of the present Inquiry, Special Terms shall prevail.

29. The present Inquiry is issued in English and Greek text for foreign bidders. In case of conflict the Greek tests shall prevail.

30. All texts, technical descriptions and drawings attached hereto constitute an integral part of the present Inquiry.

31. **PARTS OF THE INQUIRY**

The present Inquiry is constituted of the following parts:

1. FORM D3/30.10.2000
2. SPECIAL BIDDING TERMS
3. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and it's attached
4. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and it's attached
5. FORM S4/30.10.2000
6. TECHNICAL SPECIFICATION