



PURCHASING & LOGISTICS DEPARTMENT

INQUIRY No : 403611

OBJECT: CONDUCTOR ACSS & FITTINGS

SPECIAL TERMS

1. TECHNICAL NOTIFICATIONS:

1.1 The ACSS/TW conductor must be equivalent to the ACSR LINNET phase conductor regarding its mechanical characteristics according to the TR-20/March 2016 Technical Specification and the European Norm EN 50540. The proposed conductor will replace ACSR LINNET phase conductor in an existing 150 kV T.L. The conductor shall have a current carrying capacity of 770 A without exceeding the limitations described in Annexes A & B of TR-20/March 2016 Technical Specification.

Conductors other than the ones that use trapezoidal shaped wires (TW) will be not accepted.

If a conductor could achieve the current carrying capacity of 770 A, but with minor deviations in the sag or tension against the limitations described in Annexes A & B of Specification TR-20/March 2016, the offer could be accepted, provided that the tower strength is not affected. In this case these offers will be examined in connection with the strength of the tower and for this purpose the "Table of Technical Deviations" shall be submitted fully completed. IPTO S.A. reserves itself the right to reject a technical offer if the above deviations cannot ensure the tower electrical clearance or the safety of the tower, for the purpose that is intended.

TABLE OF TECHNICAL DEVIATIONS

LOADING CONDITIONS (TR-20 ANNEX-B)	Maximum carrying ampacity (A) without exceeding Sag or Tension limitations	770A with technical deviations			
		Sag		Tension	
		m	%	Kg	%
NESC MEDIUM					
NESC HEAVY					
NESC LIGHT					
EVERYDAY CONDITIONS					
SUMMER CONDITIONS					

- 1.2 Offers must include all the requested materials (conductors, fitting assemblies, Stockbridge dampers). Only one bidder will be awarded for all the inquiry items.
- 1.3 Offers for the fitting accessories and assemblies must include both the price per assembly as well as the prices of each accessory. **In case that this list of assemblies' items with their prices is not provided the offer will be rejected. The submission of such a list is mandatory.**
- 1.4 The assemblies and fittings that are requested with this inquiry, are the ones of the drawings TR-4/00-1A, TR-4/00-2A and TR-4/00-3A which are attached, and they will be manufactured according to the TR-4 and TR-20/March 2016/ANNEX C Technical Specifications and shall be tested according to the document of CIGRE: "GUIDE FOR QUALIFYING HIGH TEMPERATURE CONDUCTORS FOR USE ON OVERHEAD TRANSMISSION LINES", WG B2.26, AUGUST 2010.



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1.5 Vibration dampers should be of Stockbridge type and appropriate for the conductor ACSS/TW. The use of TR-18 Technical Specification is indicative. The manufacturer must provide installation's guidelines for the best damping performance.

2. OFFERS SUBMISSION

2.1 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.

2.2 Bidders shall have to submit on penalty of nullity on a contrary case, the following particulars together with their offer:

2.2.1 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.

2.2.2 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 .

2.3 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.



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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.

2.4 All data concerning shareholders of domestic or foreign companies, can be submitted in CD form.

2.5 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.

3. 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 3414/2005 (official gazette, volume a, issue no.279).

3.1 For the implementation of Article 5 of Law 3310/2005 as in 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 of the State No 20977/23.8.2007(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 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.

3.2 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.

3.3 **Special provision concerning implementation of article 4, par. 4, of the 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 purpose, the prospective**



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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.

3.4 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 one million (1,000,000) EUROS, the sociétés 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 the following supporting documents:

- (a) The Greek sociétés 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 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 sociétés anonymes, 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 nonparticipation of a société anonyme in its capital, otherwise, the above-mentioned paragraphs (a.b) shall apply in respect to the société anonyme which holds partnership shares.

4. FORMULATION OF THE BIDS

4.1 The offers shall have to contain all evidence requested by the attached Technical Specifications and the technical remarks of the Inquiry. Technical offers containing lacking or contradictory evidence- according to the Dpt of IPTO performing the technical evaluation – shall be rejected.

4.2 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.

4.3 Complementary elements shall be accepted only in case this is requested in writing by the competent services of IPTO SA and this has to do with clarifications on the already submitted offers.

4.4 The technical offer shall include full technical description of the offered material (type of conductors, dimensions, factory, country of origin, etc).

Offers not including all of the foregone information in the Technical Offer shall not be technically acceptable.

Special attention during the formulation of the bids, should be given to the full and accurate filling in the annexes of the Technical Specification TR-20 and the “TABLE OF TECHNICAL DEVIATIONS”, if needed, of the para “1 TECHNICAL NOTIFICATIONS” of the SPECIAL TERMS of the INQUIRY .

4.5 Offers, in order to be technically evaluated, shall have- upon penalty of rejection- to contain all the evidence herebelow, stated in compliance with the order and numbering, as follows.

4.5.1 The factory of manufacturing of the offered materials shall be stated together with the following distinct pieces of related information:

- a. Mail address of the factory.
- b. Data on the human resources structure of the factory.



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c. Description of the facilities.

d. Description of the testing equipment.

All Bidders shall have to state the manufacturers of the material, as well as all related sub-contractors, if any.

4.5.2 An ISO 9001 conformity certificate issued for the factory, which shall cover all offered items, shall be submitted.

4.5.3 They shall also have to submit along with their offer a Quality Assurance Plan (Q.A.P), for the manufacturing procedure of the stated manufacturer and all potential sub-contractors, by which it shall be evident in a detailed way the entire manufacturing procedure, the quality control equipment as well as all quality control stages, including all of the related printed material and referring to the specific international standards and regulations applied.

During the Technical Evaluation procedure, IPTO SA shall reserve itself the right to monitor the production procedure so as to ascertain the application of the QAP and, in general, to conclude on the production procedure, in a way that shall deem the offer technically acceptable or not.

4.5.4 An original Statement of Compliance of the offered material with the correspondent Technical Specifications/ Descriptions of IPTO SA and the technical remarks of the Inquiry, duly signed by the factory of manufacturing, shall be also submitted.

4.5.5 A reference list for sales of the requested material from the object of the Inquiry, at least to three (3) power companies, which list shall attest that the factory of manufacturing has 5 years (at least) of experience in the manufacturing of the offered material or akin ones, shall submitted by the Bidders.

In this list, the following shall be cited:

- Purchaser's name
- Quantity sold
- Type of material
- Date of selling

The sales reference list shall be accompanied by letters (originals or validated copies) which shall certify that the offered materials or the akin ones, have been installed in the grids of the foregone power companies and are in satisfactory, with no problems of any kind, operation for at least 5 years.

NOTE:

Technical rejection of a specific item of the Inquiry, entails Technical rejection for all of the items of the Inquiry.

4.5.6 In the Bids it should be stated analytically the total weight and volume of the offered material

4.5.7 In case the Bidder that takes part in this Inquiry, is not the manufacturing factory itself, or the material consists of material from subcontractors his offer shall have to be accompanied by an original statement of the manufacturing factory, or, the subcontractors factory, by means of which the latter shall allows the Bidder to supply IPTO SA with the materials in question, for this Inquiry.

4.6 If the technical inspection cite is rather than the manufacturing factory, the following should be stated:

- Name and address of the Company at which the technical inspection shall take place.
- List of the existing testing equipment of this Company, so as to check whether it has the possibility of performing the quality control at the proposed cite.



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5. 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.

6. PRICES TO BE QUOTED

6.1 All prices shall be quoted mandatorily, on penalty of nullity, in EURO for ACSS, together with its accompanying fittings/ accessories, as follows :

6.2 GREEK BIDDERS

- Prices for delivery at their Warehouse on IPTO vehicle.
- Prices quoted shall be clear for IPTO 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 32.3θ) and shall comprise all legal charges except for VAT.

6.3 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 DPRM - 32.26K (i.e. FOB, C+F and CIF Piraeus, Athens or Elefsina).
- Bidders must state in their offers the elements on which they based the freight charges quoted i.e. the shipping data of the material, the freight rates ruling at the date of the offer as well as any other additional charge or surcharge.



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7. EVALUATION OF THE BIDS

7.1 The criterion of the evaluation of the Bids, will be the total lowest price of all offered materials (Conductor & Fittings), in combination with any cost of specified type test.

7.2 GREEK BIDDERS

- The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for delivery of materials at their warehouse on IPTO vehicle.

7.3 FOREIGN BIDDERS

- The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for delivery of materials at custom's house (DDP). The above prices shall be based upon the CIF prices, plus any custom duties, import charges and expenses for unloading of material.

- In case of a submission of a bid including prices on FOB base only this bid during evaluation will be charged, regardless of the place of the loading of the material, with the highest offered freight and insurance which result from tender plus any custom duties and charges or with freight and insurance calculated by IPTO, whichever is higher.

- IPTO reserves the right during the award of the contract to the lowest bidder to choose the most advantageous price (FOB, C+F, CIF) offered by him.

8. TERMS OF PAYMENT

8.1 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.

8.2 GREEK BIDDERS

According to para. 3 of General Contracting Terms. (S2/30.10.200). Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the documents, to IPTO 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. All these documents must be issued to the name of IPTO S.A.



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8.3 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 DIRRACHIOU & KIFISOU 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.

9. PRICE ESCALATION

Prices with quoted must be **firm and not** subject to price escalation. Offers including prices with an escalation term will be rejected.

10. DELIVERY TIME

It is desirable that the materials will be ready for inspection as follows:

- 50% of the quantity of Conductor and **all** the Fittings, delivery within 3 months from the effective date of the Contract.
- The rest of 50% of the Conductor, within 6 months from the effective date of the Contract.

11. 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.

12. PARTICIPATION LETTER OF GUARANTEE

- 12.1** Participants submitting an offer 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) for a sum of **EURO 29.280**.



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12.2 The validity time of the Participation Letter of Guarantee shall be **twelve (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. TESTS

13.1 Cost(s) of the specified routine and sample tests shall be included in the unit prices of the material offered. In Purchaser's judgment, a representative of his may attend the tests procedure.

13.2 At Buyer's representative presence, Bidders may perform the specified type test in a laboratory of their own or in any laboratory having all the prerequisites to perform such tests. (Recognised in international level, ex. ISO or recognised by IPTO).

13.3 Bidders must quote separately in their offer the cost of the specified type tests for each item, even if official certificates of such test (by an official laboratory) are required to be submitted with the offer, or such type tests have been executed in the past.

For the evaluation of the Bids, it will be taken into account only the cost(s) of the Type Tests for each item which are not covered by official documents. These Type Tests shall be performed in the presence of IPTO's Inspector and they shall be paid to the Supplier.

13.4 Where cost of specified type tests is not mentioned in the bid and as long as cost is not covered by any official certificate, in the bid evaluation this bid will be charged with highest cost of type tests resulting from the contest procedure. In case a bidder is assigned the total or a part of the supply, the assignee shall have to execute the type tests at his own expenses.

14. GREEK BIDDERS

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 sample 21.15, that no person that participates in their Companies in a capacity that is cited in this sample is a Member of Parliament.

15. 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 € 60.000,00.- "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 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



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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 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".

16. GOOD PERFORMANCE LETTER OF GUARANTEE

16.1. GREEK BIDDERS

According to paragraph 14 of the General Contracting Terms (FORM Σ2/30.10.2000).

16.2. FOREIGN BIDDERS

According to paragraph 16 of the General Contracting Terms (FORM S2/30.10.2000).

16.3 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.

17. INCREASE OR DECREASE OF QUANTITIES

According to paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO reserves the right to increase the quantity of the materials by up to 50% of the total value of the materials 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.

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. The said time period will not exceed 1/4 of the total contractual delivery period in case of decrease but in case of increase this period can last until the delivery fulfillment, and it can be extended to the end of the contract, thus till the return of the Good Performance Bond, as long as this term is accepted by the supplier.

18. PENALTY CLAUSE

18.1 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.

18.2. GREEK BIDDERS

For the calculation of the penalty clause which will be according to paragraph 11 of General Contracting Terms (FORM Σ2/30.10.2000), it shall be taken into account:



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- DELIVERY to Supplier store

The date of material readiness for inspection.

18.3 FOREIGN BIDDERS

- **FOB DELIVERY**

For the calculation of the penalty clause which will be according to paragraph 9 of General Contracting Terms (FORM S2/30.10.2000) the date of readiness for inspection shall be taken into consideration.

In case that IPTO releases the material from the term of inspection, before the supplier's notification and before the contractual delivery date of readiness for inspection, the date issuing the invoice or the Packing List, whichever occurs first, shall be taken into consideration for the calculation of the penalty clause.

- **C+F or CIF DELIVERY**

For the calculation of the penalty clause which will be according to paragraph 9 of General Contracting Terms (FORM S2/30.10.2000) the date of readiness for inspection shall be taken into consideration.

In case that IPTO releases the material from the term of inspection, before the supplier's notification and before the contractual delivery date of readiness for inspection, the shipping date of the material (date of the Bill of Lading), shall be taken into consideration for the calculation of the penalty clause.

19. PACKING

19.1. In case of transport of material inside containers, the gross weight of each container (weight of material, palettes of wooden boxes and container), shall not exceed 25 tons.

The seller shall have to report with clarity in the certificate the exact gross and net weight of each container.

In case of overweight, any charges or duties imposed by the Customs or other Public Office, they will be charged to the Seller.

19.2. In case of transportation of materials, packed in wooden containers, the origin of which is China, USA, Canada and other third countries, there should be submitted, along with the relevant documentation, a fumigation-disinfection certificate, or, the wooden containers shall have to be fumigation- disinfection controlled, attested by the relevant seal on them.



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20. EFFECTIVE DATE OF THE CONTRACT

The following term shall be included in the signed Contract:

20.1 GREEK BIDDERS

"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".

20.2 FOREIGN BIDDERS

"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".

21. VALIDITY OF THE BIDS

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

21.2 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 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.

22. GENERAL BIDDING AND CONTRACTING TERMS

22.1. 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.

22.2. 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.

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

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

25. All texts and specifications attached hereto constitute an integral part of the present Inquiry.



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26. CONSTRUCTIONAL DRAWINGS

Seller undertakes the responsibility to furnish Purchaser with drawings concerning the construction of the material ordered. Said drawings shall be subject to Purchaser's approval and / or comments and one copy at them, duly approved by Purchaser shall be returned to Seller within twenty (20) days, from the receipt of drawings.

The final approved drawings shall be send to Purchaser in three (3) copies together with their transparencies well before shipment. In case the above construction drawings will be returned to Seller later than twenty (20) days stated above, then the time of delivery will be extended by a period equal to the delay after the twenty (20) days.

27. PARTS OF THE INQUIRY

The present Inquiry is constituted of the following parts :

1. FORM D3/30.10.2000
3. TECHNICAL SPECIFICATIONS ADMIE & DRAWINGS
- 3 SPECIAL BIDDING TERMS (13 pages)
4. FORM S4/30.10.2000
5. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and its attached
6. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attached