



SPECIAL TERMS

1. FORMULATION OF THE BIDS

1.1 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, in it's adverse for the Bidder version.

1.2 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 S.A.

Technical particulars

1.3 The offers shall have to contain all evidence requested by the attached Technical Specifications and the technical remarks of the Inquiry, in a clear-cut and unique way. Technical offers containing lacking or contradictory evidence- according to the Dpt of IPTO performing the technical evaluation – may be rejected.

1.4 Upon penalty of technical rejection, offers shall have to contain all the evidence herebelow stated in compliance with the order and numbering, as follows.

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

- 1.5.1 Mail address of the factory.
- 1.5.2 Data on the human resource structure of the factory.
- 1.5.3 Description of the facilities.
- 1.5.4 Description of the testing equipment.

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

1.7 A detailed programme of quality guarantee of the factory is to be submitted, covering all of the offered items. This program shall have to comply with the testing equipment of the para. 1.5.4.

1.8 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.

1.9 In case the Bidder that takes part in this Inquiry, is not the manufacturer himself, his offer shall have to be accompanied by an original statement of the manufacturing factory, by means of which the latter shall allow the Bidder to supply IPTO with the materials in question, for this Inquiry.

1.10 If the technical inspections site is other 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 site.

1.11 IMPORTANT NOTE -Technical particulars

Offers not containing one of the foregone particulars shall be rejected, without further technical evaluation, while their à posteriori submission is not acceptable. Complementary particulars 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.

1.12 In the Bids it should be stated analytically the total weight and volume of the offered material, and particularly in the "Summary of Proposal" FORM /par. 6 the corresponding SHIPPING DATA, in lack of which, the evaluation shall be made on the most unfavourable for the Bidder basis.



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1.13 Alternative offers for the shunt reactors are not allowed. In case they are submitted, they shall not be evaluated.

2. EQUIVALENCE 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.

3. PRICES TO BE QUOTED

-IMPORTANT NOTE:

The "Summary of Proposal" FORM shall have to be duly filled in, as quoted herein prices prevail over all other prices in the financial offer. Only in case the "Summary of Proposal" table is full with quoted prices, Bidders are allowed to make reference in another document for a potential further costs breakdown or any pertaining clarifications. "Summary of Proposal" shall provide a clear and complete breakdown of the offered prices and shall be solely sufficient for the financial evaluation of the Bid.

-Upon penalty of nullity of the respective offers, all prices shall be quoted mandatorily in EURO, not depending on the exchange rate with any other currency.

- Prices shall be quoted as follows.

GREEK BIDDERS

- Prices for delivery at their Warehouse on IPTO vehicle. (As supplier Warehouse can be considered the Customs space (FREE-DDP), in case of a bid for material imported by a Greek Bidder).

- Prices for delivery at IPTO store on supplier 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 32.30) which shall have to be fully filled in.

FOREIGN BIDDERS

- Bidders must quote strictly in accordance with the requirements of the attached "Summary of Proposal" FORM 32.26K (i.e. FOB, C+F and CIF Athens, Piraeus or Elefsina). They may also include in their offers prices for material delivered free at Customs area (FREE-DDP) or at IPTO store on supplier vehicle.

- 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.

It is clarified that:

- For the prices quoted if needed, Bidders may use and adapt accordingly the Summary of Proposal FORMS 32.30, 32.26K, 32.26L.
- IPTO store for this supply is the 1758 located at Cryoneri Attica.



SPECIAL TERMS**4. EVALUATION OF THE BIDS**

The criterion of the evaluation of the Bids will be the most advantageous per item offer based on the specified total annual cost in combination with the cost, if any, of type tests, spares parts, customs duties etc. For the purpose of economical evaluation of the offers one set of the specified spare parts shall be taken under consideration.

Specifically for the calculation of the annual cost and especially the section on estimating the reactor first cost, it will be taken into account the value (at supplier warehouse or FREE-DDP at Customs) of one reactor plus the percentage of the price of spare parts, type tests, etc. corresponding to one reactor. This prevails of formalities in other documents or specifications.

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, or free at Customs area (FREE-DDP in case of material imported..

FOREIGN BIDDERS

-The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for material cleared into the Customs area (FREE-DDP).

In the case of prices for differentiated delivery schemes, the following procedure shall apply, so as to make proposed prices comparable on an equal basis:

■ In case Bidder proposes a FREE-DDP price, no further charges shall apply. In the case such Bidder is awarded a supply contract, he shall have to deliver FREE-DDP if concluded in said contract.

■ In a case a Bidder makes an offer for delivery of material only on CIF basis, such offer shall be burdened with extra costs (customs duties, storage fees etc. , as well as costs for material unloading from ship to the customs area), so as to make such offer comparable to the others on FREE-DDP basis. Such extra costs shall be calculated on a case by case basis, by IPTO.

IMPORTANT NOTE:-Offers which do not contain CIF or DDP prices shall not be evaluated.

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

5. TERMS OF PAYMENT

- 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.

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 relevant 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.

FOREIGN BIDDERS

According to para. 4 of General Contracting Terms (FORM S2/30.10.2000). Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the relevant 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.

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.

**SPECIAL TERMS****6. PRICE ESCALATION**

6.1 Prices quoted will be readjustable, strictly according to the following formula:

$$P = P_o \left(0,20 + 0,25 \frac{E}{E_o} + 0,22 \frac{CU}{CU_o} + 0,07 \frac{G}{G_o} + 0,07 \frac{F}{F_o} + 0,07 \frac{I}{I_o} + 0,12 \frac{HU}{HU_o} \right)$$

Where:

P_o = Basic quoted price in EURO

P = Corresponding re-adjusted price.

E = Arithmetic mean of average monthly wages for workers of Electrical Machinery Manufacturers (NEW) BRANCH 31, (OLD BRANCH 17) applicable in the 1st and 2nd month preceding the month of the contractual delivery.

This wage rate shall be obtained from the industrial workers wage-rate Bulletin issued by the Social Insurance Foundation (IKA), namely from the respective column there of headed: AVERAGE WAGE-RATES PER ECONOMIC BRANCHES-REDUCED GENERAL INDICES.

CU = Average of EURO prices per metric ton of electrolytical copper, CODE 2010 of PPC price Bulletin for Electric Energy and Raw Materials applicable on the 2nd, 3rd and 4th month preceding the month of the contractual delivery.

HU = Average of EURO prices per Kgr. of OILS NOT REGENERATED, CODE 3039 of PPC price Bulletin for Electrical Energy and Raw Materials applicable on the 2nd, 3rd and 4th month preceding the month of the contractual delivery.

G,F,I = Average of book worth of steel-sheets of large and medium thickness code numbers (2600 and 2610), (2601 and 2611), (2602 and 2612) respectively of the monthly Bulletin of Electricity Rates and Raw Materials of PPC, applicable on the 2nd, 3rd and 4th month, preceding contractual delivery

E_o,CU_o,HU_o = Indices as described above. Their rates being those applicable at the month in which tenders are Go,F_o,I_o unsealed.

6.2 The price adjustment for the material shall be paid after the entire delivery of the material, by the issue of relevant Supplementary contract.

6.3 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 temporarily cleared based on the last available published wages indices.

After the temporary pay off of the contract and if the only pendency that remains for the final pay off 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.

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

After the entire delivery of material and 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.



SPECIAL TERMS

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.

6.4 As delivery time (month) for the computing of price escalation, will be considered the date (month) on (in) which readiness of the material for inspection, was declared by the Seller.

If the delivery of the materials occurs sooner or later than the contractual time, the time period of price readjustment will be chosen by the one who did not ask or cause this differentiation.

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

6.6 The penalty clause for delayed deliveries, if any, shall be computed on the basis of the original conventional unit price of the Supplies.

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

6.8 In case the offered products are subjected 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 all 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.

It is pointed out that the above are necessary for the clearance through customs of the materials, given that the values 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.

7. DELIVERY TIME

The soonest possible. Therefore Bidders are requested to define the earliest possible time (in calendar days or months) within which the material will be ready for inspection beginning from the effective date of the contract. This delivery period for the 157,5kV - 8Mvar reactor is desirable not to exceed four (4) months.

It is pointed out, that for C+F, CIF, supplier warehouse, FREE DDP, delivery the time from release for shipment until the arrival to the delivery place shall not exceed 2 months. In case of excess the time in excess shall be added to the delivery time for the imposition of the penalty clause, if any.

8. PARTICIPATION LETTER OF GUARANTEE

8.1 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)

-for a sum of EURO 18.000

-with validity period of ten (10) months at least from the closing date of the bid.

8.2 In case of an offer for a part of the required materials the Participation Letter of Guarantee to be submitted shall amount to EURO 14.000.

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



SPECIAL TERMS

9. TESTS

9.1 Cost (s) of the specified routine tests shall be included in the unit prices of the material offered. In Purchaser's judgment a representative of his will attend the tests process.

9.2 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).

9.3 Bidders must mention 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.

9.4 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 these tests at his own expenses.

10. PACKING

10.1 In case of transport of material inside containers, the gross weight of each container (weight of material, pallets 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.

10.2 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.

11. GOOD PERFORMANCE LETTER OF GUARANTEE

GREEK BIDDERS

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

FOREIGN BIDDERS

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

12 PENALTY CLAUSE

The penalty clause for each delayed delivery will be 1% per whole week and will be no more than ten percent (10%) 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) for Greek bidders or paragraph 9 of General Contracting Terms (FORM S2/30.10.2000), for foreign bidders, the date of material readiness for inspection shall be taken into account.

It is pointed out, that for C+F, CIF, supplier warehouse, FREE DDP, delivery the time from release for shipment until the arrival to the delivery place shall not exceed 2 months. In case of excess the time in excess shall be added to the delivery time for the imposition of the penalty clause, if any.



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13. 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.

14. 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.

« 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 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. »

15. EFFECTIVE DATE OF THE CONTRACT

The following term shall be included in the signed Contract:

« Effective date of the contract will be the tenth (10th) day from the date which is referred in the first page of the Contract. »

16. VALIDITY OF THE BIDS

16.1 Bids shall be valid for 120 (one hundred and twenty) days at least from the closing date of the bid (attached Specimen 24.14).

16.2 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.

17. 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.



SPECIAL TERMS

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

19. All documents attached hereto constitute an integral part of the present Inquiry.

20. ATTACHMENTS

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 its attachments)
4. FORM S4/30.10.2000
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000 and its attachments)
- 6.1 SPECIFICATION SS-52/13
- 6.2 SPECIFICATION TD-95/3