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## **SPECIAL TERMS**

### **1. OFFERS SUBMISSION**

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.

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

**1.1** Declaration that the bidding Company is not off-shore.

**1.2** Declaration that in the Company's capital share there is not any share of a "Societe Anonyme" (S.A.) company superior to 1% of the capital share. On a contrary case, such Company shall have to submit the evidence of the following Paragraph 1.3, on a case by case basis, for S.A. Companies:

**1.3** As far as "Societes Anonymes" (SA) companies are concerned, their shares shall have to be nominated, otherwise the relative offers shall be definitely rejected -with the exception stated herebelow in subparagraph B.2-, and together with their offer the following, depending on case by case evidence, shall have to be submitted:

#### **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**

**B.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.

**B.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.

It is clarified that:

- All data concerning shareholders of domestic or foreign companies can be submitted in CD form.
- All documentation of foreign companies shall have to be duly attested and accompanied by an official translation in the Greek language.



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## **SPECIAL TERMS**

**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 3414/2005 (Official gazette, volume a, issue no. 279).**

**2.1** 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

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## **SPECIAL TERMS**

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 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 Societe Anonyme in its capital, otherwise, the above-mentioned paragraphs (a,b) shall apply in respect to the Societe Anonyme 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 Dep't of IPTO, in it's adverse for the Bidder version.

**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 S.A.

#### **Technical particulars**

**3.3** 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 Dep't of IPTO performing the technical evaluation – may be rejected.

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

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

**3.5.1** Mail address of the factory

**3.5.2** Data on the human resource structure of the factory

**3.5.3** Description of the facilities

**3.5.4** Description of the testing equipment

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

**3.7** 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 par. 3.5.4.

**3.8** 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.



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**3.9** 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.

**3.10** 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.

**3.11** **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.

**3.12** 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.

**3.13** Alternative offers for the Transformer are not allowed. In case they are submitted, they shall not be evaluated.

## **4. 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.

## **5. 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).



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OBJECT: 40/50 MVA Power Transformer

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### **SPECIAL TERMS**

-Prices for delivery free 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 (FREE-DDP) at Customs area or DDP 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.

IMPORTANT NOTE:-Offers not containing CIF or DDP prices shall not be evaluated.

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 is the 1758 at Cryoneri Attica.

### **6. EVALUATION OF THE BIDS**

The criterion of the evaluation of the Bids will be the most advantageous offer based on the total annual cost of the Transformer.

The total annual cost, in accordance also with the attachment "B" of the specification, shall derive from the sum of the Transformer carrying charges (annual capital cost) and the cost of Capacity and Energy loss of the Transformer (analytical description in attachment "B" of the Specification).

The Transformer carrying charges will be computed from the transformer total first cost, which is the sum of the offer price for one Transformer delivered FREE-DDP at Customs area or at supplier Warehouse, plus the proportion of the cost of spares parts for one T/F, the proportion of the cost of type tests for one T/F, the cost of customs duties etc.

For the purpose of economical evaluation it shall be taken under consideration one set of spare parts for the whole supply, as described in par. XI of the Specification (the proportion for one T/F is 1/3 of the price for one complete set).

**-The above prevail 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 or free at Customs area (FREE-DDP) in case of material imported. (As FREE-DDP is considered also delivery at IPTO store).

**SPECIAL TERMS****FOREIGN BIDDERS**

The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for material cleared FREE-DDP into the Customs area. (As FREE-DDP is considered also delivery at IPTO store).

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 charged 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 not including 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.

**7. 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 par. 3 of General Contracting Terms (FORM Σ2/30.10.2000). Payment shall be made 100% on the 20<sup>th</sup> 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 20<sup>th</sup> day of the second calendar month is not a working day, the payment will be settled the following working day.

**FOREIGN BIDDERS**

According to par. 4 of General Contracting Terms (FORM S2/30.10.2000). Payment shall be made 100% on the 20<sup>th</sup> 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 20<sup>th</sup> 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.

**8. PRICE READJUSTMENT**

**8.1.** Prices quoted will be readjustable, strictly according to the following formula:

$$P = P_o \left( 0,50 + 0,20 \frac{CU}{CU_o} + 0,15 \frac{ML}{ML_o} + 0,10 \frac{OIL}{OIL_o} + 0,05 \frac{ST}{Sto} \right)$$

Where:

P<sub>o</sub> = Basic quoted price in EURO

P = Corresponding re-adjusted price



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**SPECIAL TERMS**

- CUo** = LME cash seller & settlement price per metric ton of electrolytic copper on the seventh (7<sup>th</sup>) day before the day of the offers submission. (Price published on the website: [http:// www.lme.com/ dataprices\\_daily\\_metal.asp](http://www.lme.com/dataprices_daily_metal.asp)).
- CU** = the above price on the thirtieth (30<sup>th</sup>) day from the signed Contract. In case of Supplement for increase of material on the thirtieth (30<sup>th</sup>) day from the signed Supplementary contract.
- MLo** = price of magnetic steel (CONV. GOES) at the month of the offers submission, as published by T&D Europe. (Price published on the website: [http:// www.tdeurope.eu/en/raw-material/ transformers-indices](http://www.tdeurope.eu/en/raw-material/transformers-indices)).
- ML** = The above price at the month of contract effectiveness. In case of Supplement for increase of material at the month of Supplementary contract effectiveness.
- OILo** = price of Transformer Oil (MINERAL OIL) at the month of the offers submission, as published by T&D Europe. (Price published on the website: [http:// www.tdeurope.eu / en / raw-material / transformers-indices / current-month](http://www.tdeurope.eu/en/raw-material/transformers-indices/current-month)).
- OIL** = The above price at the month of contract effectiveness. In case of Supplement for increase of material at the month of signed Supplementary contract.
- STo** = price of Hot Rolled Steel at the month of the offers submission, as published by T&D Europe. (Price published on the website: [http:// www.tdeurope.eu/en/ raw-material/ transformers-indices/current-month](http://www.tdeurope.eu/en/raw-material/transformers-indices/current-month)).
- ST** = The above price at the month of contract effectiveness. In case of Supplement for increase of material at the month of Supplementary contract effectiveness.
- 8.2** The price adjustment will be calculated for every delivery and can be paid with the same terms of payment for the contract material.
- 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 readjustment pay off.
- 8.3** Tenders which differentiate the above adjustment formula shall be rejected.
- 8.4** The penalty clause for delayed deliveries, if any, shall be computed on the basis of the original conventional unit price of the Supplies.
- 8.5** It is clarified that the evaluation of the tenders shall be made on the basis of quotations and disregard of adjustment.
- 8.6** 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 price readjustment.

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.



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**SPECIAL TERMS****9. DELIVERY TIME**

The soonest possible. Therefore Bidders are requested to define the earliest possible time in months within which the material will be ready for inspection beginning from the effective date of the contract. This delivery period shall not exceed six (6) months for the first piece, eight (8) months for the second piece and ten (10) months for the third piece.

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.

**10. TESTS**

**10.1** 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.

**10.2** 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).

**10.3** Bidders must mention separately in their offer the cost of the specified type and specials 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 and specials Tests for each item which are not covered by official documents. These tests shall be performed in the presence of IPTO's Inspector, and if successful they shall be paid to the Supplier.

**10.4** Where cost of specified type and specials 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 these tests resulting from the contest procedure. If this is a case of the lowest Bidder which is assigned the supply, the assignee shall have to execute these tests at his own expenses.

**10.5** The Swept Frequency Response Analysis measurement shall be performed on each transformer after all routine, special and type tests have been successfully concluded. The measurement shall be performed on each and every winding and phase of the transformer, on a manner depending on the vector group of the transformer. In any case the relevant measured curves in the frequency range 10Hz÷2MHz (minimum) shall be delivered as part of the routine test protocols. All measurements shall be available to IPTO in electronic format for future reference. The cost of this measurement is included in the unit price quoted. IPTO's representative shall witness the measurement at his discretion.

**10.6** An analytical Quality Assurance Plan/ Program shall be submitted to IPTO in due time before inspection and no later than the Readiness and Call for inspection letter, along with the proposed inspection and test program/plan.

**10.7** After inspection and for the purpose of transportation one digital impact/shock recorder device shall be installed on each transformer at supplier's responsibility. The type and auxiliaries of the impact recorder mentioned below will be provided by IPTO. The transformer manufacturer shall provide an adequate installation site of the above devices on the transformer body with the use of appropriate bolts. The devices shall be installed and energized after factory inspection and acceptance of the transformer. The manufacturer should explicitly and clearly declare in his offer the maximum allowable impact values (in all axes) for safe transportation, without any damage of the active parts likely to affect the safe and efficient operation of the transformer, as well as other crucial environmental conditions (temperature range limits, atmospheric pressure and humidity).



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## **SPECIAL TERMS**

Digital Impact recorder

Type: ShockLog 298

Manufacturer: Shock Watch

Designation: Digital Impact Recorder with RF communication module

Auxiliaries: GPS module, Tilt and Roll sensor, Humidity / Temperature sensor, RF base station and Software

### **-The above prevail of formalities in other documents or specifications.**

#### **11. PARTICIPATION LETTER OF GUARANTEE**

11.1 Participants must submit a Participation Letter of Guarantee according to paragraph 9 of General Bidding Terms (FORM D2/30.10.2000)

-for a sum of EURO 30.000

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

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

#### **12. INCREASE OF QUANTITIES**

According to the paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO reserves the right to increase the quantity of the materials by one (1) piece T/F before, during or after the award of the supply, the Supplier having no right to increase the unit prices or request any further benefits.

After the signing of the relevant Contract notification of the supplier for increase by one (1) piece shall be provided until the delivery fulfilment, or even until the return of the Good Performance Bond as long as this term is accepted by the supplier.

#### **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



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OBJECT: 40/50 MVA Power Transformer

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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. PACKING**

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.

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.

**16. 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).

**17. 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.

**18. 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. »

**19. VALIDITY OF THE BIDS**

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

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.



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## **SPECIAL TERMS**

### **20. 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.

### **21. 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.

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

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

### **24. 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 its attachments)
4. FORM S4/30.10.2000
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000 and its attachments)
6. SPECIFICATION SS- 25/20