

**ΔΙΑΚΗΡΥΞΗ ΔΑΠΜ – 41614**

για την ανάδειξη Αναδόχου στο έργο:

**«Μελέτη, προμήθεια υλικών και κατασκευή με το κλειδί στο χέρι (Turn key project) ενός Υ/Σ 150kV/MT στη νήσο Νάξο, κλειστού τύπου με εξοπλισμό μόνωσης αερίου SF6 (GIS)», στο πλαίσιο της Β' ΦΑΣΗΣ ΣΥΝΔΕΣΗΣ ΤΩΝ ΚΥΚΛΑΔΩΝ ΜΕ ΤΟ ΕΣΜΗΕ».**

Ερώτημα Νο1

Με αφορμή την έκδοση του συμπληρώματος Νο.3 για το διαγωνισμό ΔΑΜΠ - 41614 θα θέλαμε να θέσουμε το εξής ερώτημα:

Εάν η διευκρίνιση που υπάρχει στο τέλος της §3 του ως άνω συμπληρώματος, σχετικά με τις χώρες - έδρες των φυσικών ή νομικών προσώπων που έχουν δικαίωμα συμμετοχής στην διαδικασία σύναψης σύμβασης, επεκτείνεται και στην § 1 του άρθρου 4 του τεύχους 2 "ΟΡΟΙ ΚΑΙ ΟΔΗΓΙΕΣ ΔΙΑΓΩΝΙΣΜΟΥ", σχετικά με τις χώρες - έδρες των Πιστωτικών Ιδρυμάτων των οποίων γίνονται αποδεκτές οι εγγυητικές επιστολές συμμετοχής (αλλά και όλες οι άλλες εγγυητικές επιστολές).

Απάντηση Νο1

Αποσαφηνίζεται ότι, η συμπλήρωση της §1 του Άρθρου 3 «Δικαίωμα Συμμετοχής στη Διαδικασία» του Τεύχους 1 Πρόσκληση, σχετικά με τις χώρες - έδρες των φυσικών ή νομικών προσώπων που έχουν δικαίωμα συμμετοχής στην διαδικασία σύναψης σύμβασης, επεκτείνεται και στην παρ.1, Άρθρο 4 «Εγγύηση Συμμετοχής στο Διαγωνισμό» του Τεύχους 2 «Όροι & Οδηγίες Διαγωνισμού» της Διακήρυξης.

Στο παρόν επισυνάπτεται υπόδειγμα Εγγυητικής Επιστολής Συμμετοχής στα αγγλικά.





**TENDER BID LETTER OF GUARANTEE (BID BOND)**

DATE:

To  
INDEPENDENT POWER TRANSMISSION OPERATOR SA  
89 Dirrahiou & Kifissou Str.  
ATHENS

We have the honour of stating to you that we guarantee, with the present letter, to you and in favour of ....., which is based in ....., waiving, expressly and without reservation, the benefit of discussion, the right to raise against you the non-personal pleas of the principal or any others, the right to which we are provided by the Hellenic Civil Code regarding the guarantee, and any other right provided to us by articles 856, 862 to 864, and 866 to 869 of the Civil Code, liable severally and as primary debtors, up to the sum of .....euros for the participation of the above Bidder in the Tender Inquiry no. ...., which will be carried out on ....., for the project “.....”, in accordance and in full compliance with the Tender Documentation.

This guarantee of ours concerns solely the obligations deriving from the participation of the above Bidder in your Tender and, in case it is awarded to the same, the signing of the relevant Contract and the delivery to you of a Performance Bond, in accordance with your instructions. The present guarantee does not extend to the Bidder’s obligations concerning execution of the relevant Contract.

In any case where, in accordance with the guarantee, it is deemed that the above Bidder has failed in any of the obligations it undertook via its participation in the Tender, we undertake responsibility, via the present letter, to pay to you, without delay and without any objection, the amount of the guarantee in full or part, in accordance with your instructions and immediately following a relevant request from you, without the above payments requiring any authorisation, action or consent from the Bidder and without taking into consideration any relevant objection, reservation or recourse to Courts or Arbitration the Tenderer may make with the request that the present be forfeited or placed under judicial sequestration.

We also state that our guarantee shall be in effect for at least one hundred and twenty (120) days, at which point this Letter of Guarantee shall be returned to us, together with your written statement releasing us from the present guarantee.

We also state that we will extend the effect of this guarantee upon written request from you before this guarantee’s date of expiry.



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To  
INDEPENDENT POWER TRANSMISSION OPERATOR SA  
89 Dirrahiou & Kifissou Str.  
ATHENS

We have the honour of stating to you that we guarantee, with the present letter, to you and in favour of ..... , which is based in ..... , and participating in the Contest ..... with ..... (1)

..... which is based in ..... , as an association, of which each member is jointly and severally liable against the IPTO, waiving, expressly and without reservation, the benefit of discussion, the right to raise against you the non-personal pleas of the principal or any others, the right to which we are provided by the Hellenic Civil Code regarding the guarantee, and any other right provided to us by articles 856, 862 to 864, and 866 to 869 of the Civil Code, liable severally and as primary debtors, up to the sum of ..... euros for the participation of the above Bidder in the Tender Inquiry no. .... , which will be carried out on ..... , for the project “.....”, in accordance and in full compliance with the Tender Documentation.

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