



HELLENIC DEFENCE SYSTEMS S.A.

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TENDER NUMBER 05/KD/2017 - REPETITION

HELLENIC DEFENCE SYSTEMS S.A. proclaims Open Tender for the purchase of Tombac driving bands with criterion of award the lowest price.

Total budget: One hundred thirty six thousand EURO (136.000 €) approximately without VAT.

For the sake of brevity the "HELLENIC DEFENCE SYSTEMS S.A." shall henceforth be mentioned as "EAS" for the needs of this tender.

Article 1

Subject of the tender

Subject of the tender is the purchase of Q

17.000 pcs Tombac Rings (driving bands) with the following composition:

Cu 89-93%, Pb<=0,05%, Fe<=0,05%. Foreign matters <=0,126% and Zn remained.

Dimensions:

ID : 76, 5 (– 0, 5)mm

Width : 33, 85 (– 0,35)mm,

Wall Thickness : 5, 5 (± 0,3)mm

The offered material shall conform with the attached sheet No 42-66-01 of SNIA of Annex A.

Article 2

Summary of the tender is uploaded:

- α) At web site of «Diagveia»
- β) At the official site of «EAS» www.eas.gr

Article 3

Procedure for Receiving the Tender Documents

- 3.1** Any interested can receive copy of the tender at the Head offices of EAS , 1, Ilioupoleos Avenue, GR 17236, Hymettus, Athens, Greece, and specifically from Purchasing Sub-Directorate, Mrs Limperopoulou Afroditi tel.. +30 210 9799353, fax +30 210 9718932, e-mail: alimperopoulou@eas.gr., as well as from the official site of EAS, www.eas.gr.
- 3.2** In case the tender will be received by courier at expenses of the participant, EAS has absolutely no responsibility for the prompt and the correct delivery of the tender. The receivers of the tender are obliged to examine if the tender is complete within five (5) working days from the receipt, and if they find out any omission, to inform EAS in written in order a new complete copy of the tender to

1, Ilioupoleos Ave.
GR-172 36 Hymettus
Athens - GREECE

Tel : +30 210 9799 000
Fax : +30 210 9799 162
E-mail : info@eas.gr
Web : www.eas.gr

Reg. No : 131982201000
V.A.T. No : EL 997180750
Taxation Dept. : Athens (FAE)

be sent to them. Objections against the legality of the tender based on the reason of non completeness of the received copy will be rejected as unacceptable.

- 3.3 The participants, when they receive the tender, are obliged to give full details of their company (Name, Address, telephone numbers, fax, e-mail, representative's name.
- 3.4 Also, the participants that are provided the present tender from the official site of EAS, are obliged to inform EAS for the receipt in written (Sub-Directorate, Mrs Limperopoulou Afroditi tel.. +30 210 9799353, fax +30 210 9718932, e-mail: alimperopoulou@eas.gr.)

Article 4

Clarification on the content of the Tender

- 4.1 The participants may request clarifications in written on the content of this proclamation up to fifteen (15) days prior to the final date of the submission of the offers.
- 4.2 The applications for providing clarifications must be addressed to the Purchasing Sub-Directorate of EAS, Hymettus – Athens, GR 17236, (tel.. +30 210 9799353, fax +30 210 9718932, e-mail: alimperopoulou@eas.gr.)
- 4.3 A written response will be dispatched, together with all the clarifications that will be requested, to all of the participants within the aforementioned period, where the updated communication data (Fax, e-mail) have been provided. The dispatch of the written reply will not be later than six (6) days before the final date of the submission of the offers. .
- 4.4 No participant can in any case invoke the verbal responses that have been provided by EAS.

Article 5

Who is entitled to participate in the Tender

In the Tender can participate:

- a. All natural or legal entities, practicing a profession related to the above subject of the Tender, including Cooperatives, Joint Ventures and Groups of Suppliers.
- b. The representatives of the above natural or legal entities.

Article 6

Supporting documents for participation, supporting documents demonstrating financial/economical and technical capacity of the participant and supporting documents for award

6.A. Supporting documents for participation

The participants are obliged to submit, in the main envelope of their offer, the envelope of the technical offer, that must include beyond other and the legalization elements and other necessary documents defined by the present tender.



These documents are:

1. Declaration relating to the validity of the offer for a period of at least one hundred twenty (120) days from the date of the tender's conduct.

2. When the participant personally manufactures the final product, he must declare the business facilities and their precise address in his offer, where he will manufacture the offered product.

The offer will be rejected and the submitted participation guarantee will be forfeited in favor of EAS, should the non existence of the business facilities that were declared in the offer be verified, within the period from the conduct until the award of the tender.

3. When the participants will not personally manufacture the final product at their own business facilities, then in addition to the information under paragraph 3 herein that is declared in the offer, they must also attach a declaration legally certified in relation to the signature's authenticity thereto by the legal representative of the company that owns the business facilities which wholly or partially exploits the manufacturing unit for the final product, wherein it will be declared that he is in position to execute the supply, in the event where the tender is awarded to the supplier in favour of which it has issued the Solemn Declaration, in order that this information may also be taken into account. The precise location of the manufacturing factory must be stated in this declaration as well.

4. In principle, it is not permitted to change the business facilities that were declared in the offer and on which basis the tender was awarded, prior and after the conclusion of the contract. More specifically, the hereinabove change may be approved prior to the conclusion of the contract only due to force majeure or where the declared factory's operations have been suspended for any whatsoever reason, while after the conclusion of the contract the hereinabove change may be approved, further to the justified request by the supplier.

The decision by the competent decision-making body is required in every case, further to the opinion of the competent Purchasing Sub-Directorate.

5. Solemn Declaration of the participant according to the relative draft attached in the present tender as Annex B signed by:

- a) The person himself, in case of natural entity, legally certified in relation to the signature's authenticity or the person authorized by notarial deed, and
- b) The legal representative, in case of legal entity, legally certified in relation to the signature's authenticity,

for not reproaching the participant with any of the following referred reasons of exclusion.

More specifically must be stated that:

5.1 The participant is aware of and unreservedly accepts all the terms of the present Tender.

5.2 The participant, natural entity or, in case of legal entities, the Administrators of Limited Liability Companies και των Partnerships and limited partnerships or the Chairman and CEO of anonymous Companies or the President of Co-operatives participating in the tender, have not been convicted by final judgment for any offence related to



professional misconduct and in particular, embezzlement, fraud, extortion, forgery, perjury, bribery and fraudulent bankruptcy.

- 5.3 The participant, natural entity or in case of legal entities, is not in bankruptcy, common liquidation, cessation of work, receivership, bankruptcy settlement or conciliation or in any other analogous states and no petition has been filed against him in order to declare him in a state of bankruptcy process, common liquidation, receivership, bankruptcy settlement or conciliation or any other analogous state.
- 5.4 The participant, legal entity, is not in common liquidation or in any other analogous states (only for foreign legal entities) and that there is no pending decision pertaining to common liquidation proceedings or any other analogous proceedings (for foreign legal entities only).
- 5.5 The participant, natural or legal entity, has fulfilled his obligations related to the payment of social security and taxes up to the date of the present tender's conduct.
- 5.6 The participant is enrolled in the local trade or professional register in the country where he is established, pertinent to the category of products /services of the present Tender.

In case there is no pertinent professional or trade register in the country where the participant is established, this must be also stated in the Solemn Declaration.

- 5.7 The participant has not been excluded from tenders of the public sector in Greece or abroad.
- 5.8 The participant has not made any false or inaccurate statements with regard to the information provided to EAS.
- 5.9 The participant, natural entity or, in case of legal entities, the Members of the Board or the Administrators, with power of representation, (under the relevant provision of the statute or decision of the governing body), have not been found guilty of grave professional misconduct.

Where the suppliers are participating in the tenders with their representative, they will have to submit a document for representation with the signature of the legal representative for the represented supplier together with the offer.

- 6. Furthermore, in addition to the hereinabove supporting documents, in the case of legal entities, their statutes must be submitted together with the authorizing particulars and documents (minutes), from which it will be apparent the members of the Board, or the Administrator/s, or the other persons with the right to bind the company with their signature (such as the persons signing the offer or the declarations that will be submitted), in accordance with the legal structure of the companies or every other legal person that is participating in the tender

In case the competent authority of a country declares that the above documents or certificates cannot be issued, there is the ability these to be replaced by sworn statement before legal or administration authority or notary of the country of the supplier.



In case that sworn statement cannot be issued, it can be replaced by solemn declaration certified for the signature's authenticity otherwise by sworn statement before notary, if the relative certificates are not issued. In the above sworn statement or solemn declaration will be stated that in the certain country the particular documents cannot be issued and the specific person is not under the hereinabove legal proceedings.

It is notified that the Official Government Gazette authorizing the legal persons do not need to be certified.

7. Offer of Groups of Suppliers

7.1 The Group of Suppliers submits one common offer, which is signed either by all the suppliers of the group or by representative authorized with notary deed.

The notary deed of the authorization must be submitted together with the participant's offer. Moreover, the extension, the kind and the percentage of participation of each supplier must be defined in the offer.

7.2 With the submission of the offer each supplier is fully responsible. In case of award, the responsibility will still be valid until the total execution of the contract.

In case that any problem arises during the execution of the contract, the rest members continue to be fully responsible for the fulfillment of the contract keeping the same prices and terms.

The rest members can propose the replacement of a member.

The replacement can only be approved by EAS's competent for administration.

6.B. «Supporting documents demonstrating financial/economical and technical capacity of the bidder».

8. The bidders must submit together with their technical offer the following:

a) Copies or extracts of the balance sheets of the last - from the conduct of the tender - three fiscal years or solemn declaration stating the total annual turnover with regard to the subject of the tender (related works) of the previous - from the conduct of the tender - three fiscal years.

b) List with the most important sales of the last three (3) years (mentioning the relative value) stating the delivery dates to clients that belong in the public or private sector. The deliveries are proved, in case of public authority, with documents signed or certified by the competent authority and, in case of private company, with solemn declaration of the purchaser or, if that is not possible, with solemn declaration of the supplier

c) Certificates issued by recognized official quality certification entities or competent authorities confirming the capability of the product's manufacture, (ISO, etc), verified with references to certain specifications or product's standards.

The committee of the tender has the right to ask from the bidders written clarifications, wherever is needed, and the submission of supplementary

documents as well as legalization documents of the representatives of the participants, beyond the already submitted.

6. C. «Supporting documents for the tender award»

9. After the evaluation of the offers, the bidder to whom it is intended to award the tender must, the soonest possible and not later than 20 days from the receipt of the relevant written notification to him, submit a sealed envelope containing all the supporting documents, as described in the hereinabove paragraph 6.A of the present tender and specifically:

9.1 A penal certificate extract that has been issued in the last six (6) months prior to the receipt of the hereinabove written notification, from which it is apparent that the natural entities participating in the tender; the Administrators of the Limited Liability Companies, the General or Limited Partnerships; the Chairman and Managing Director of the Societies Anonymous; or the Chairman of the Partnerships that are participating in the tender, have not been convicted by an irrevocable Court Order, for any offence related to professional misconduct, and more specifically, for embezzlement, fraud, extortion, forgery, perjury, bribery and fraudulent bankruptcy.

9.2 A Certificate from the competent Court or Administrative Authority that has been issued in the last six (6) months, prior to the receipt of the hereinabove written notification, from which it is apparent that the natural or legal entities participating in the tender are not under bankruptcy and that they are furthermore not in the process of bankruptcy.

9.3 A Certificate issued by the competent Court or Administrative Authority that they have not been placed under common liquidation. This Certificate is only submitted by legal entities.

- It is noted that the aforementioned Liquidation Certificate par. 6.A.6.4. article 6 of the present tender in relation to local Societies Anonymous is issued by the competent Regional Administration Department at the Societies Anonymous Register where the S.A. participating in the tender is enrolled.
- In relation to foreign Limited Liability Companies and Personal Companies (G.P. and L.P.), the Liquidation Certificate is issued by the competent department of the Court of First Instance at the registered offices of the company participating in the tender.

9.4 A Certificate issued by the competent Authority, according to the situation, from which it is apparent that as at the date of the hereinabove notification, they are up to date in relation to their obligations for social security (main and subsidiary) contributions and taxation.

10. The hereinabove documents are unsealed and examined by the Committee conducting the tender, as follows:

10.1 The Committee dispatches a notification to the bidder, to whom it is intended to award the tender, and appoints the date, time and place for unsealing the hereinabove supporting documents envelope.

- 10.2 The notification is also dispatched to the other bidders whose financial offers have been unsealed, in the event where they desire to be present during the unsealing.
- 10.3 The Committee proceeds in unsealing the bidder's supporting documents envelope, to which it is intended to award the tender, on the date and time that is specified in the hereinabove invitation – notification.

11. Awarding the tender to the next lowest bidder.

- 11.1 In the event where the appointed lowest bidder does not submit, according to the terms and conditions of the hereinabove paragraph 6.C of the present article 6, some of the documents and the supporting documents that are required in accordance with the hereinabove provisions, **EAS** then reserves the right to **award the tender to the next lowest bidder.**
- 11.2 In the event where the said next lowest bidder **does not also submit** some of the supporting documents that are required in accordance with the hereinabove, **EAS** reserves the right to **award the tender to the next lowest bidder and so forth.** Where none of the applicants submit some of the documents and supporting documents that are required in accordance with the terms and conditions under the hereinabove provisions, the tender is then cancelled.

Article 7
Language

- 7.1 **The documents required** for the conduct of the tender and the participation in it as well as the offers (Technical and Financial) **will be written in Greek or English language.**
- 7.2 **The technical sheets and brochures** that accompany the offers **could be in Greek or English language.**
- 7.3 It is allowed technical terms, who have prevailed in international terminology in English, to be written in the technical offer in English language, without translation in Greek, if there is a risk of mistakenly rendered in Greek.

Article 8
Content of the Offers

- 8.1 The offers are prepared in accordance with the terms in the present proclamation. The offers are lodged inside a single sealed envelope that must include everything that is specified in this proclamation.
- 8.2 **Analysis of the Content of the offer.**
The single sealed envelope contains two (2) separate and independent, sealed envelope, namely:
- **A. The technical offer envelope** which contains the technical data of the offer and the required and legalized documents mentioned in the hereinabove article 6A & 6B.

In case that the documents of the technical offer are too many they can be put in a different envelope that will accompany the main envelope with the indication "Offer's Appendix" and the rest references of the main envelope.

- B. The Financial Offer envelope which contains the offered prices, as these are analytically required in the following article 9.

8.3 The single sealed envelope must have the reference:

**«FULL DETAILS OF THE PARTICIPANT»
OFFER'S ENVELOPE FOR THE TENDER
No 05/KD/2017- REPETITION
REGARDING THE SUPPLY OF TOMBAC DRIVING BANDS

CONTRACTING AUTHORITY
HELLENIC DEFENSE SYSTEMS SA

DATE OF TENDER'S CONDUCT: 31/03/2017 and time 11:00 a.m.**

- 8.4** All of the envelopes indicate the **"details of the participant"**, as name, complete address, telephone number, fax number and e-mail address.
- 8.5** In case of Joint Ventures and Groups of Suppliers, the envelope must indicate name, complete address, telephone number, fax number and e-mail address **of all the members**.
- 8.6** The use of self-adhesive envelopes, that it is possible to unsealed and sealed again without traces, it is forbidden.
- 8.7** Offer without clarity form which the offered price does not appear clearly defined or sets different terms and conditions of the present tender or the offer (technical or/and financial) is opposite to the terms, conditions, supporting documents of the present tender, then the offer can be rejected according to decision of the tender's competent committee.
- 8.8** The offers must be typed and must not have scratchings, erasures, deletions, additions, etc..
Where there is any whatsoever correction in the Offer, it must be clearly written and initialled by the bidder. All of the corrections must be specified in the summary at the beginning of the Offer. The competent Committee countersigns the summary sheet with any corrections and refers to them in the minutes drawn up, to unambiguously demonstrate that they pre-existed the date of unsealing.
- 8.9** In case that in the content of the offer abbreviations are used, in order technical or other kind of terms to be stated, it is useful for the bidder to mention their explanation in an accompanying table.
- 8.10** If the bidder has not exercised the objection of article 20 of the present tender, it is regarded that he accepts all the terms of the present tender in full and unreservedly.
- 8.11** Clarifications are provided only if requested by the Purchasing Sub-Directorate or other body authorized for that purpose. It should be noted

that, among the clarifications provided as above, are taken into account only those that refer to the points under clarification.

8.12 Alternative offers will not be accepted.

8.13 Counter offer or modification of the offer or offer that, according to the tender's committee judgment, is similar to counter offer, does not taken into account.

8.14 The offers are valid and bind the bidders for a period of one hundred twenty (120) days starting from next day of the tender's conduct date.

The validity of the offer can be extended in written, if it is requested by the tender's committee, before its expiry, for a period equal to the provided in the tender, in other words for another one hundred twenty (120) days.

After the expiry of the above extension of the offer, the results of the tender are cancelled, unless the tender's committee invites the participants in order to extend moreover the validity of their offers and the participants accept that extension. In this case the offers are valid and bind them for the extra period.

8.15 Offer that defines validity period shorter than the requested in the present tender, **is rejected** as unacceptable.

Article 9

Prices

9.1 The offered prices must be referred analytically to the **unit and the total price.**

9.2 Furthermore **the labor cost and the metal cost should be stated in separate,** as well as **the date of the metal cost and rate calculation.**

9.3 Offer that includes term of adjustment with reference to the labor cost is rejected as unacceptable.

Article 10

Submission – Unsealing of the Offers and Announcement of the Prices

10.1 The offers must be submitted at EAS Head Offices, 1, Iliopouleos Avenue, Hymettus -Athens (Mail Handling Office - 1st floor), at the latest by **31/3/2017 day Friday and time 11:00 am (Greece time).**

In case that the submitted or delivered by mail offers do not comply with the determinations defined by the provisions of the present paragraph, will not taken into account.

10.2 The tender and the unsealing of the offers will be conducted in public meeting of the tender's committee **on 31/3/2017 day Friday and time 11:15 am (Greece time)** at the Head Offices of EAS 1, Ilioupoleos Avenue, Hymettus - Athens.

10.3. The unsealing of the offers will be conducted by the competent EAS Tender Committee in the presence of the participants present that submitted an offer or their legal or authorized representatives, under the following process:

10.3.1 The main Offer Envelope is unsealed together with the Technical Offer Envelope; the hereinabove Committee initials all of the supporting documents that have been submitted at this stage together with every sheet in the technical offer. At the same time that the offers are

unsealed, the Committee proceeds to enter those candidates that submitted an offer in the minutes, which it signs and seals.

- 10.3.2 Anyone who has the right to be present at the process of the offers' unsealing, they have also the right to be informed about the participants in the tender and the submitted offers.
- 10.3.3 The envelopes with the financial offers are not opened, but are initialled and sealed by the hereinabove Committee and placed into a new envelope, which is also sealed and signed by the same committee, and given to the EAS Purchasing Sub-Directorate, in order to be unsealed on the date and time it appoints.
- 10.3.4 Thereafter, at a closed meeting, the Committee proceeds in the examination of the supporting documents and when it is fulfilled, the committee dispatches its minutes of the offers' technical evaluation to the competent EAS body for approval and then notifies the bidders on the results of the Technical's Offers' evaluation.
- 10.3.5 The sealed envelopes with the financial particulars of the offers that were deemed to be technically acceptable are unsealed by the Tender Committee, after the notification of the Technical Evaluation results to the bidders, on the date and at the time appointed by the EAS Purchasing Sub-Directorate and this is followed by the relevant announcement of the prices in accordance with the hereinabove.
- 10.3.6 The financial offers for those bidders, whose technical offers were not accepted, are not unsealed, but returned after the completion of the tender's procedure, unless an appeal against the decision for rejecting the offer has been practiced or if the period for practicing the appeal has expired.
- 10.4 After the submission and the unsealing of the offer, technical and financial, any clarification amendment/modification or disagreement regarding term of the tender or offer is not acceptable.
- 10.5 The Committee reserves the right, if there is necessity, to request from any bidder clarifications related to the content of his offer. In that case providing clarifications is obligatory for the bidder and it is not considered counter offer.

Article 11

Award to the Lowest Bidder

- 11.1. The supply will be awarded to the bidder with the **lowest price (labor cost + metal cost)**, amongst those suppliers whose offers will be deemed to be technically acceptable on the basis of the terms in this tender.
- 11.2. **EAS may request the postponement, repetition or even the cancellation of the tender, which action will not generate any rights for compensation in favor of the participants in the tender.**

Article 12

Signing of the contract

- 12.1 After the selection of the lowest bidder, EAS invites him to submit the supporting documents of paragraph 6.C.11 of the above article 6 in the present tender, within the time limits specified in the article.

- 12.2 After the examination of the documents by the competent authority, EAS notifies the supplier, who is obliged to visit at the head offices of EAS ten (10) days from the notice, in order to sign the contract.
- 12.3 The contract will include mainly the terms that are described in the present tender. After the signing of the contract no other prior text, document or particular will be valid or could be taken in any way into account in interpreting the terms of the contract .
- 12.4 Any modification/amendment of the contract will be accepted only in written, excluding any other way or mean.
- 12.5 With the signing of the contract the supplier will submit **Good Performance Bank Guarantee or promissory note deposit regarding good performance equivalent to ten percent (5%) of the total value of the contract without VAT** (draft of guarantee in the attached Annex C).
- 12.6 The above Good Performance Guarantee will be returned to the supplier in two (2) months after the final (quantitative and in quality) delivery of the materials.
- 12.7 **EAS will reserve the right of termination of the contract without any damage/loss and without obligation to justify this decision, after written notice to the supplier one (1) month earlier.**

Article 13

Way-Time – Place of Delivery

- 13.1 The supplier must deliver:

The whole quantity of 17.000 pcs in one lot the soonest possible and not later than four (4) months from the contract's signing, to EAS premises, GR 17236, Hymettus (DAP Hymettus), according to the International Commercial Terms, last edition (INCOTERMS 2010).

- 13.2 The contractual period for loading – delivery may in objectively justified cases, further to the decision by the competent authorized body of EAS, be extended up to 1/4 thereof, further to the relevant request by the supplier that must be submitted prior to the expiry of the contractual period.
- 13.3 In the event where the loading – delivery contractual period is not greater than thirty (30) calendar days, it may, by the decision of the competent authorized body, be extended up to ½ thereof.
- 13.4 After the expiry of the loading – delivery contractual period, the handover department will not accept delivery of the material, until the issue of the decision related to the requested extension.
- 13.5 The supplier may be declared in default in the event where the loading – delivery contractual period expires and it has not duly submitted extension request or the extension period has expired, in accordance with the hereinabove, without the supplier having the material delivered/dispatched.
- 13.6 **The supplier must notify the EAS on the date that it intends to deliver the material, at least five (5) working days beforehand.**
- 13.7 The loading – delivery contractual period may be transferred, further to consultation, by the decision of the EAS competent body. A transfer occurs in the

event of serious grounds that constitute an objective inability in the due delivery of the contractual goods or in cases where force majeure reasons have contributed. Sanctions will not be imposed in the cases where the loading – delivery contractual period has been transferred.

- 13.8 Delivery place:** The factory of EAS in Hymettus, A. Lentaki 2, Hymettus GR 17236 (DAP Hymettus-Athens, Greece) is specified as the delivery location for the materials.

Article 14

Quality Inspection and Quantitative Delivery

- 14.1** The quantitative inspection and the initial receiving of the materials will be conducted at the facilities of EAS in Hymettus by the competent department .
- 14.2** The supplier may be present, during the inspection, personally or through its authorized representative, for the signature of the relevant protocol. In the case where the supplier or its representative is not present during the hereinabove examination, the EAS has the right to proceed to the un-packaging and the quantity and quality inspection.
- 14.3** The final receiving inspection of the goods will be conducted by the competent Directorates/ Sub-Directorates of EAS. The final receipt protocol will be signed upon the completion of their quality control.
- 14.4** EAS will reserve the right to monitor the manufacturing work at the Supplier's factory, which the Supplier must permit to the EAS representatives, as well as its client's representatives, to inspect all the sections of its factory, where work is carried out in relation to the procurement materials..
- 14.5** Furthermore, the Supplier must, at its own expenses, make available to the EAS representatives, an office area and facilities that will be requested or other resources required for conducting the tests and inspections, according to the judgment of EAS representatives.
- 14.6** A relevant report will be prepared at every inspection that will be signed by EAS and the Supplier. The Supplier must provide the necessary number of copies of the test reports to EAS, which will be properly certified by him.

The materials must be accompanied at their delivery by the Certificates of Conformity (CoC), Final Inspection and Test Reports and Certificate ISO 9001/2008 of the manufacturer. Finally **there** must be written declaration of full compliance with the European Regulation REACH (if required).

Article 15

Payment

- 15.1** The prices of the offered materials will be steady, after and the final adjustment of the metal prices, and cannot be increased for any whatsoever reason or cause, since the supplier has taken into its consideration all of the factors that may influence the construction cost for the materials.
- 15.2** In every case the supplier explicitly and implicitly renounces every right to claim an increase or adjustment to the prices or to terminate the contract that will be signed, since it has unconditionally undertaken the risk for increases to the costs.



15.3 Payment terms:

- α)** The contractual payment terms will be defined after negotiation and mutual agreement of both sides.
- β)** If advance payment will be requested will carry interest right after its deposit and will be provided against equivalent Advance Payment Guarantee (**Draft in Annex D**).
- γ)** The following must be submitted for payment:
 - i. Official and original invoice.
 - ii. Quality Certificates.
 - iii. Any other document is necessary according to the agreed payment terms.

Article 16

Sanctions for late loading – delivery

16.1 A penalty will also be imposed, in addition to any sanctions that are provided in accordance with the circumstances, in the event where the materials are loaded – delivered or replaced after the expiry of the contractual period, which has resulted further to any alteration and until the expiry of the extension period that was provided, in accordance with article 13 in this tender, which is calculated as follows:

a. For a delay that is restricted to a period that does not exceed 1/4 of the maximum extension period that is provided by article 13 in this Tender, 1.5 % in respect of the contractual value for the quantity that was delivered out-of-time.

b. For a delay that is restricted to a period from 1/4 to 1/2 of the maximum extension period that is provided by article 12 in this Tender, 3 % in respect of the contractual value for the quantity that was delivered out-of-time.

Where a fraction of one day arises during the calculation of the extension period under cases a) and b), it will be considered to be a whole day.

c. For a delay that exceeds the hereinabove 1/2 of the maximum extension period, 5 % in respect of the contractual value for the quantity that was delivered out-of-time.

16.2 The hereinabove percentages (according to the circumstances) for the penalties are calculated in respect of the contractual value (without VAT) for the materials that are delivered out-of-time.

16.3 In the case where the decision to declare the supplier in default, provides the supplier with the capacity to deliver the materials up to the date before tender is conducted against him as a liability in respect of the tender, then an overall penalty will be imposed against him for the out-of-time delivery, that is equivalent to 10% of the contractual value, regardless of the delivery date within the period that has been provided. In that case the aforementioned under the previous paragraph will apply. Where the supplier in default delivers the materials, the tender or its results will be cancelled by the decision of the competent body for the authority's administration, further to the final handover of the materials.

16.4 The calculation for the delayed loading – delivery or replacement period, in accordance with the decision by the competent authorised authority and further to the opinion of the Purchasing Sub-Directorate, will not take into consideration the period that has elapsed beyond the reasonable time, during the different



stages of the procedures, in respect of which the supplier will not be responsible and the loading – delivery period is correspondingly transferred.

- 16.5** Where the supplier has received an advance payment, then in addition to the penalty that is provided in accordance with the hereinabove, the interest in respect of the deposit amount is also assessed against it, which is calculated at the maximum overdue interest rate that is applicable on each occasion from the date after the expiry of the contractual or transferred delivery until the delivery of the contractual material.
- 16.6** The collection of the penalty and the interest in respect of the deposit is conducted through a withholding from the amount due to the supplier or in the event where there is deficient or lacking, then by an equivalent forfeiture of the good performance and the advance payment guarantee accordingly.
- 16.7** In the case of an association of suppliers the penalty and interest will be proportionally imposed on all of the members in the association.

Article 17

Rejection of the contractual materials – replacement

- 17.1** In case of final rejection of the whole or part of the contractual quantity of the material's, the rejected quantity must be replaced with equal quantity in accordance with the terms of the contract.
- 17.2** The deadline cannot be greater than 1/4 of the overall contractual period or 1/2 thereof, when the contractual period is not greater than 30 days, in case the replacement is made after its expiry; the supplier will be considered to be out-of-time and subject to sanctions due to an out-of-time delivery.
- 17.3** Where the supplier does not replace the materials that were rejected within the set period and if the contractual period has expired, it may be declared in default and subjected to the sanctions provided. This decision specifies a period of twenty (20) days from the notification for the handover of the rejected materials..
- 17.4** If the handover is conducted after five (5) days from the set period, a penalty will be imposed on the supplier at 10 % of the corresponding contractual value. In the case of partial deliveries, the rejected materials are not returned prior to the completion of the materials delivery and the remaining partial deliveries
- 17.5** The materials that require the issue of import – export licenses for their transportation and every other case where the competent body has decided in different are excluded from the hereinabove process.
- 17.6** The return of the rejected material is certified only after the supply of an equal to the rejected quantity and its final delivery.
- 17.7** In that case the supplier is obliged to handover the rejected and replaced quantity within twenty (20) days from the delivery of the new quantity.
- 17.8** If that period and its extension expires and the supplier has not delivered the rejected quantity, EAS can proceed to the destruction or the disposal of that quantity, in accordance with the applicable provisions.



- 17.9** By the decision of Purchasing Sub-Directorate or the competent authorised body, further to the consultation of the competent body, the rejected materials may be approved for return to the supplier prior to their replacement, under the condition that the supplier will lodge a financial guarantee that will cover any remitted value for the rejected quantity.

Article 18

Proclaiming the supplier in default

- 18.1** The supplier that does not appear within the specified period to sign the relevant contract will be proclaimed in default, unless it has been otherwise decided by the competent body, from the award or the assignment of the tender that was made in his name and from every right there under, by the decision of the competent body, further to the recommendation of the Purchasing Sub-Directorate of EAS.,
- 18.2** The supplier must be proclaimed in default under the contract and every right there under through the same process, where it has not loaded, delivered or replaced the contractual materials or has not repaired or maintained them within the contractual period or the extension period that is provided to it, in accordance with the provisions under article 17 herein.
- 18.3** The supplier is not proclaimed in default of the award or assignment of the tender or the contract when:
- a. The contract has not been signed or the material has not been loaded, delivered or replaced at the responsibility of EAS
 - b. There are force majeure grounds.
- 18.4** The decision proclaiming the supplier in default under the contract may provide it with the capacity to deliver the material up to the date prior to the date for conducting the tender that is held at its detriment, beyond which date no whatsoever delivery or replacement of the rejected material will be accepted.
- 18.5** The following sanctions will be cumulatively or alternatively imposed on the supplier that is proclaimed in default of the tender award, assignment or contract, by a decision of the competent authorized body, further to consultation by the Purchasing Sub-Directorate of EAS, which must invite the concerned party to provide explanations, as it is in force:
- a. The forfeiture in whole or part of the participation or good performance of the contract guarantee, according to the circumstances.
 - b. The supply of the material, burdening the supplier in default, from the other suppliers that participated in the tender. Every direct or indirect loss that is incurred by the company or any difference that may arise is also assessed against the supplier in default. In that case, the amount will be calculated on the basis of every element, according to the judgment of the competent body and based on the principles of good faith and business ethics.
 - c. The temporary or definitive exclusion of the supplier from all of the company's procurements. The exclusion in any whatsoever case is only imposed with decision of the Board, further to proposal and introduction by the competent Purchasing Sub-Directorate of EAS which must invite the concerned party to provide explanations, as it is in force.

- d. The imposition to the supplier of amount equal to 10% of the value of the materials in respect of which it was proclaimed in default, when it was provided with the right to deliver the materials on the date prior to the date of conducting the tender, regardless of whether it has finally taken advantage of this right. In this case the provisions under article 16 herein will be also into force.
- e. Collection, including interest, of the advance payment that was probably provided to the supplier in default, either by withholding amount that he has the right to receive, either by deposit of the amount, either by the forfeiture of the Tender Guarantee. The interest is calculated from the date that the supplier received the advance payment until the date that the decision for proclaiming the supplier in default was issued, with the valid every time highest limit of rate concerning interest from lawful act, and from this date until the return of the advance payment, with the valid every time rate of interest for deterred payment.
- 18.6** In case that the supply of the material, at burden of the supplier in default, is executed with alteration to the terms or technical specifications of the tender award, assignment or the contract, due to those he was proclaimed in default, according to the circumstances, during the calculation of the difference against the supplier, then any resultant difference that occurs from the alteration of the relevant terms or technical specifications will be taken into consideration and will be counterbalanced with the imposed amount..

Article 19
Force Majeure

- 19.1** The supplier must inform EAS in written within ten (10) days for any case of force majeure, which is defined as an unforeseen event that could not be prevented by extreme care and consistency and submit the required evidence.
- 19.2** Force majeure grounds are considered to be restrictive events that result in an inability of the supplier to deliver the materials within the contractual periods and that are not due to his fault.
- 19.3 Force majeure grounds are with restriction considered to be:**
- The general or partial strike at the supplier's factory that is not due to his fault
 - War
 - The general or partial fire, which results in the interruption of works at the supplier's factory
 - Flood that has consequences on the smooth running of operations at the supplier's factory
 - Serious damage to the machinery that manufactures the materials
 - Earthquake, which results in the interruption of operation at the supplier's factory
 - A Blockade on International Transportation..
- 19.4** The supplier must submit all of the required documents, issued by the competent Authorities, to EAS in order to justify the extension to the delivery period, within 15 days from the completion of the incident that constitutes Force



Majeure, whereby it will be discussed in common whether or not to the contract is going to be in effect or not.

Article 20

Objections

20.1 An objection is permitted during the proclamation of the tender, for the supplier's participation therein and the legality of the tender's conduct until the awarding decision.

20.2 The objection is submitted in written to the competent Tender's Committee of EAS, as follows:

a) Against the Proclamation of the tender, within half of the period starting from the Proclamation's publication up to the final date of the submission of the offers. In order this period to be defined, the dates of the publication and the submission of the offers are taken into consideration.

The objection is examined by the competent Tender's Committee which proposes the related reply, but the decision is issued by competent body of EAS not later than five (5) working days prior to the conduct of the tender..

b) Against the supplier's participation in the tender or the legality of its conduct in relation to the procedure for the receipt and the unsealing of the offers during the conduct of the tender, within the following day from the date . which the participant became aware of the envelope.

This objection will not result in a postponement or interruption of the tender but it is examined during the evaluation of the tender's results by the competent Committee and the relevant decision is issued further to opinion of the competent body..

The objection against the participation of a supplier in the tender must be notified to the supplier that is affected by the exercise of this action, within two (2) days from its submission.

c) Against the legality of the tender and the awarding decision, within a period of three (3) working days, after the applicants have been fully informed of the relevant decision.

This objection must be notified within two (2) days to the supplier that is affected by the exercise of this action. The objection is examined by the competent collective body and the relevant decision is issued within ten (10) days at the latest from the expiry date for objection submission, in case where this deadline expires, it is presumed to be a tacit rejection of the objectionl.

d) In addition to the hereinabove cases, against the awarding decision, in relation to the legality and the completeness of the supporting documents under hereinabove article 6 herein, within a period of three (3) working days, where the complainant has been informed about the hereinabove awarding decision and the hereinabove supporting documents.

This objection must be notified within two (2) days from the submission to the lowest bidder against whom it is intended. The objection is examined by the competent collective body and the relevant decision is issued at the latest within ten (10) days from the expiry of the hereinabove three-day period.



- 20.3 Appeals that are submitted on any whatsoever other reasons besides the aforementioned, will not be accepted.
- 20.4 The relevant decision in respect of the objection is notified to the objectors by the competent Purchasing Sub-Directorate

Article 21


Assignment – Differences

- 21.1 The supplier does not have the right to partially or wholly assign his rights and obligations under the contract that will be signed, to any whatsoever third party without the prior written consent of EAS.
- 21.2 The Competent Courts to resolve every difference between EAS and the supplier are the Courts of Athens and the Greek legislation is the applicable one.



Afroditi Limperopoulou
Purchasing Sub-Directorate

ANNEX A - TENDER 05/KD/2017 - REPETITION

	DESCRIZIONE MATERIALE	MATERIALE DISEGNO DTD 14956 DATA 1/52 PROGETTO DISEGNO DTD RING	COLAUDO N° PROVA 22-63-07 1° FASE
	MATERIALE SPECIFICAZIONE		

Testate rings obtained from drawn tubes annealed at 650° ± 50° for 10 minutes and quickly cooled and having the following specifications:

DIMENSIONS:

I.D. 76,5 ± 0,5
 thickness 5,50 ± 0,30
 width 33,85 ± 0,35

CHEMICAL COMPOSITION:

Cu = 0,025%
 Pb = 0,005%
 Fe = 0,005%
 Foreign matter ≤ 0,126%
 Zn = retained

TECHNOLOGICAL SPECIFICATIONS:

R ≤ 18,1 HZ/eq.cm } From specimen according to
 A10 ≤ 3% } FED-STD-151/a Method 211-2
 Baking test
 Grain size: min 0,045 mm
 max 0,20 mm

ACCEPTANCE INSPECTION:

A. EXAMINATION:

The rings shall be supplied in lots of the same casting and shall be accompanied by a supplier's certificate which shall contain:

- lot number;
- date of casting in the lot;
- chemical composition of the material;
- mechanical properties.

B. TENSILE TEST:

1. Samples for checking tensile strength shall be obtained from the rings of the lot.

2. Samples for checking the chemical composition shall be obtained from the rings of the lot in accordance with the requirements of the lot, according to the colour and ring mark and one lot.

- From the same rings of previous part 1. shall be obtained the samples for bending test. The specimens shall be cold bent, with continuous pressure, in the direction of ring bending and on a pin having radius like to the thickness of specimen (tolerance ± 0,254 mm). The bending shall be completed till an angle of 180°.
 - Dimensional and visual inspection on 10% of rings of the lot to ascertain that the material is free from superficial defects as nicks, flaking, pitting, scaling, overlapping, cracks, oxidations and other injurious defects may prejudice the use.
- If any sample fails to comply with the requirements of points 1, 2, 3, the lot will be rejected.

ANNEX B - TENDER 05/KD/2017 - REPETITION

SOLEMN DECLARATION as per Law 1599/86

The undersigned, (name)....., (position held)
..... of (company name)
which I represent, hereby solemnly declare that :

1. I am aware of and unreservedly accepts all the terms of Tender Invitation No
2. The undersigned personally, as well as the Member(s) of the Board of Directors,(name-names),
with power of representation, or the Administrator(s), (name-names)
..... of the
company I represent, have not been convicted by final judgment for any offence related to professional misconduct and in particular, embezzlement, fraud, extortion, forgery, perjury, bribery and fraudulent bankruptcy.
3. The participant is not in bankruptcy, common liquidation, cessation of work, receivership, bankruptcy settlement or conciliation or in any other analogous states and no petition has been filed against him in order to declare him in a state of bankruptcy process, common liquidation, receivership, bankruptcy settlement or conciliation or any other analogous state.
4. The participant - , legal entity, is not in common liquidation or in any other analogous states (only for foreign legal entities) and that there is no pending decision pertaining to common liquidation proceedings or any other analogous proceedings (for foreign legal entities only).
5. The participant natural or legal entity, has fulfilled his obligations related to the payment of social security and taxes up to the date of the present tender's conduct.
6. The participant is enrolled in the local trade or professional register in the country where he is established, pertinent to the category of products / services of the present Tender. (In case there is no pertinent professional or trade register in the country where the participant is established, this must be also stated in the Solemn Declaration).
7. The participant has not been excluded from tenders of the public sector in Greece or abroad.
8. The participant has not made any false or inaccurate statements with regard to the information supplied for the present Tender.

**9. In the event that the participant, (company name)
is awarded the supply contract, within (20) days from the date he is requested by
HDS, he shall submit all the following supporting documents, substantiating the
above statements of the present Declaration, otherwise he will be disqualified:**

9.1 A Judicial Record Extract/Certificate, issued not earlier than (6) months from the date the participant is notified as above, in writing, testifying that the natural entities participating in the Tender, or the Administrator(s) of Limited Liability Companies, Unlimited General Partnerships and Limited Partnerships or the Chairman of the Board of Directors and the Managing Director of "S.A." companies, or the Head of Cooperative have not been convicted by an irrevocable Court Order, for any offence related to professional misconduct, and more specifically, for embezzlement, fraud, extortion, forgery, perjury, bribery and fraudulent bankruptcy.

9.2 A Certificate from the competent Court or Administrative Authority that has been issued in the last six (6) months, prior to the receipt of the hereinabove written notification, from which it is apparent that the natural or legal entities participating in the tender are not under bankruptcy and that they are furthermore not in the process of bankruptcy.

9.3 A Certificate issued by the competent judicial or administrative authority, testifying that the participants are not in common bankruptcy proceedings.

9.4 A Certificate issued by the competent Authority, according to the situation, from which it is apparent that as at the date of the hereinabove notification, they are up to date in relation to their obligations for social security (main and subsidiary) contributions and taxation.

Date

(certification of signature)

.....
.....

(name & signature of Legal Representative
solemnly declaring the above)

ANNEX C - TENDER 05/KD/2017- REPETITION

Bank :

Branch :

Address (Street, Postal Code, Fax No.)

.....

Date

€ :

HELLENIC DEFENCE SYSTEMS S.A.

(EBO-PYRKAL)

1 Ilioupoleos Ave.,

172 36 Hymettus,

G R E E C E

Good Performance Guarantee No.....€

1. We would like to inform you that **we hereby irrevocably and unreservedly guarantee**, waiving the benefits of division and discussion - **to pay any amount up to €**(.....) - our obligation being strictly limited to this amount - **in favour of** "(company).....", (address)....., covering the fulfilment of the terms and conditions of Contract No., signed with your Company, for the supply of, as per Tender Invitation (No). The above amount represents 10% of the total contractual value of € (not including V.A.T.).
2. The above amount will be reserved and will be made available to you, in total or in part - with no objection or appeal from our part and without investigating the grounds of your claim - within three (3) days from your written request.
3. In case of forfeiture of the present Guarantee, the effective at the time stamp tax will be imposed on the corresponding amount.
4. The present Guarantee pertains to the above purpose only and remains valid until it is returned to us, hence becoming "ipso jure" null and void and will be of no validity for claims against our Bank.

It is hereby certified that the Letters of Guarantee provided to the Public Sector and the Legal Entities governed by Public Law - inclusive of the amount of the present Guarantee - do not exceed the limit determined by the Ministry of Economy with regard to our Bank.

This provision applies only to Banks thus obligated by law.

ANNEX D - TENDER 05/KD/2017-REPETITION

DRAFT OF ADVANCE PAYMENT GUARANTEE

No FOR €.....

TO: "HELLENIC DEFENSE SYSTEMS. S.A."

1. We have been informed that Hellenic Defense Systems S.A. hereinafter called BUYER and..... hereinafter called SELLER have concluded mutual Purchase Contract for the..... according to which an advance payment guarantee has to be issued.
2. Taking the above into consideration, we Bank..... hereby guarantee irrevocably and unreservedly, waiving the benefits of discussions division and distraint to pay to you within three (3) banking days after receipt of your written demand for payment stating that the SELLER has failed to fulfill its obligations deriving from contract No.....any amount up to of the value of the contract plus interest calculated from the date of receipt of the advance payment to the date of refund at the 6 months average EURIBOR rate plus 1,5 % per annum. The 6 months EURIBOR rate above mentioned will be valid on the date of advance payment and will be revised every 6 months thereafter.
3. Any demand for payment you may submit must be channeled through your bankers and your signatures on such demand have to be authenticated by that bank.
4. This guarantee shall be reduced in proportion and in accordance to the values of the material of each partial delivery on the basis of written application for reduction copy of commercial invoice and copy of shipping documents submitted to us by the SELLER and the written approval submitted to us by BUYER confirming the amount of reduction.
5. This guarantee shall be valid until we receive your authorization to consider ourselves free from any further obligation, which must be accompanied by this original guarantee deed, but not longer than..... After the above date, the present guarantee shall be considered null and void (even if not returned to us) and must be returned to us immediately, unless we have received before that date a written request for prolongation of the guarantee from you, stating that the SELLER has not completely fulfilled its obligations under the contract No..... and requesting the prolongation of the validity of the guarantee or payment under it.
6. This guarantee is governed by Greek law and falls under the exclusive jurisdiction of the courts of Athens, Greece.