

**INDEPENDENT POWER TRANSMISSION OPERATOR (IPTO)  
PURCHASING & LOGISTICS DEPARTMENT  
89, DIRRAHIOU & KIFISSOU Street  
104 43 ATHENS GREECE**

**INQUIRY No: 401302**

**OBJECT: FITTINGS FOR T.L. 150kV**

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**SPECIAL TERMS FOR FOREIGN BIDDERS**

1. FORMULATION OF THE BIDS

1.1 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 particulars- according to the Dpt of IPTO performing the technical evaluation – shall be rejected.

1.2 Alternative offers are no acceptable provided they do not exceed the number of two (2).

1.3 Offers, shall have to contain all the particulars herebelow, stated in compliance with the order and numbering, as follows. The herebelow referred to technical particulars do not substitute the prerequisite technical information of §8 of the Technical Description and complement it, where necessary.

1.3.1 Full, explicit and binding technical description of the offered items (description of cable, type/dimensions, factory of manufacturing).

More specifically, the factory of manufacturing of the offered materials shall be stated together with the following distinct pieces of related information.

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

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

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

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

In this list, the following shall be cited:

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

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

Bidders that have supplied in the last decade, IPTO with the requested materials or akin ones, have no obligation of submitting the prerequisites of this para.

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

1.3.6 If the technical inspections cite is rather than the manufacturing factory, the following should be stated:

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

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- 1.4 The particulars of para 1.3 shall be evaluated by the Technical Department and all shortcomings shall be stated as causes for rejection of the offer.
- 1.5 Complementary elements shall be accepted only in case this is requested in writing by the competent services of IPTO and this has to do with clarifications on the already submitted offers
- 1.6 All Bidders shall have to state the manufacturers of the material, as well as all related sub-contractors, if any.

### 2. SPECIAL TECHNICAL TERM

In compliance with article 34 of the Directive 2004/17/EU, offers are acceptable provided they comply with approved European or international standards and respond in an equivalent manner, to the performance or functional requirements of the material of the present inquiry.

Bidders shall have to prove in a satisfactory, for the purchaser, way and using every proper means, that the offered material, which complies with the technical standard, responds to the performance or functional requirements defined in the specification of the present inquiry.

The foregone proving evidence shall have to be submitted together with the offer. A posteriori submission of the evidence is not acceptable.

### 3. PRICES TO BE QUOTED

- 3.1 All prices shall be quoted mandatorily, on penalty of nullity, in EURO.
- 3.2 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.
- 3.3 Greek Bidders  
Prices for delivery at their Warehouse on IPTO's vehicle.  
The prices shall be quoted at the respective column of the "Summary of Proposal" (FORM 32.30) and shall comprise all legal charges except for VAT.

#### Foreign Bidders

All foreign bidders shall have to draw their offer in compliance with the requirements of the attached "Summary of Proposal" (FORM 32.26K), namely prices FOB, C + F and CIF Athens or Piraeus.

If any bidder offers only the FOB price, his offer will be rejected as incomplete.

- 3.4 Offers which depend their prices on the exchange rate between the offer currency and any other currency, shall not be taken into consideration.

### 4. EVALUATION OF THE BIDS

- 4.1 The criterion of the evaluation of the Bids, will be the lowest price per item in combination with any cost of specified type test.
- 4.2 In case where a Bidder offers special discount for the whole award quantities of Inquiry, IPTO reserves the right to compare this offer to total relative price of lowest bidder and choose the lowest price
- 4.3 The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the total price of the materials of the present Inquiry, as follows:

Greek Bidders: Prices for delivery of materials at their warehouse.

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Foreign Bidders: CIF prices plus any custom duties and import charges. (FREE DDP)

#### 5. TERMS OF PAYMENT

Payment shall be made on the 20<sup>th</sup> day of the second calendar month following the submission of all the documents, to IPTO offices in Athens, (89 DIRRAHIOU & KIFISSOU, 104 43 ATHENS), 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.

Terms of payment against Advance Payment or Letter of Credit are not accepted. In case where be submitted these terms, shall not be taken into consideration.

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.

#### 6. PRICE ESCALATION

Prices which will be given must be firm and aren't subject to price escalation. Offers including prices with an escalation term will be rejected.

#### 7. DELIVERY TIME

- The materials will be delivered in four (4) months from the effective date of the contract. Earlier deliveries are in order.

#### 8. TESTS

8.1 Cost(s) of the specified routine and sample tests shall be included in the unit prices of the material offered. In Purchaser's judgement, a representative of his will attend the tests process.

8.2 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. (Recognized in international level, ex. ISO or recognized by IPTO).

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

For the evaluation of the Bids, it will be taken into account only the cost (s) of the Type Tests for each item which are not covered by official documents and/ or has been required by the technical Dpt to be executed in case of a contract award.

In the eventual case that these Type Tests are executed during the performance of the contract, they shall be paid to the Contractor, provided they are successful.

8.4 Where cost of specified type tests is not mentioned in the bid and as long as cost is not covered by any official certificate, in the bid evaluation this bid will be charged with highest cost of type tests resulting from the contest procedure.

In case of assignment of the supply to a supplier that falls under the regulation of present para. 8.4, all potential imposed to execute, type tests are obligatory for the supplier and their costs shall be borne by the supplier.

8.5 Bidders that have supplied IPTO with the fittings (same design and manufacturing process) of the present Inquiry are not obliged to submit the requested tests certificates.

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8.6 The type tests for which the technical Dpt, in order to evaluate the offer in a more efficient way, requires them to be repeated, they shall be repeated and their costs shall be paid to the supplier only in case they are successful. On a contrary case, their costs shall be borne by the supplier.

9. **PARTICIPATION LETTER OF GUARANTEE**

9.1 Participants submitting an offer for the whole of the materials included in the Inquiry, must also submit a Participation Letter of Guarantee, according to paragraph 9 of General Bidding Terms (FORM D2/30.10.2000) for a sum of EURO 8.342,00.-

9.2 In case of partial offers of the required materials or/and of the required quantities, the Participation Letter of Guarantee shall be acceptable if it covers at least 2% of the value of the offered materials or supplies, up to a ceiling equal to the above specific sum for the whole supply  
The Participation Letter of Guarantee can by no means be lower than EURO 1.500,00.- in the case of such partial offers.

9.3 The validity time of the Participation Letter of guarantee shall be six (06) months from the issuing date, and shall be liable to extension.

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

10. **FOR GREEK BIDDERS ONLY**

On penalty of nullity of the relevant bids, bidders shall attach to their offers a Declaration of the Law 1599/86, worded in compliance with the attached sample 21.15, that no person that participates in their Companies in a capacity that is cited in this sample, is a Member of Parliament.

11. **FOR FOREIGN BIDDERS ONLY**

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.

"The contracting firm ..... declares hereby that it appoints and constitutes Mr. .... (name, father's name, surname, profession) resident of ..... (city or town, street, number, postal code as its attorney-in-fact (Antiklitos) in Greece.

At the instance of IPTO or of its general or special successors and representatives the attorney-in-fact (Antiklitos) appointed as above and at his aforementioned address will also be served upon all documents under article 142, paragraph 4 of the Code of Civil Procedure, that is all extra judicial and judicial deeds related to the contract, including the documents initiating court or arbitration proceedings and the decisions (awards) or deeds requiring action which may be taken only by the person himself upon whom the document has been served, unless otherwise expressly specified in the contract.

In case of doubt, the service of documents on the attorney-in-fact (Antiklitos) appointed under the contract is optional, while his revocation or resignation entails consequences for IPTO or its general or special successors only as from its or their receipt of the relevant notice and only if same includes the appointment of another attorney-in-fact (Antiklitos) in the same city or town stating his exact address. The same also applies in case of change of the address of the attorney-in-fact (Antiklitos) appointed in the contract or later on".

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12. GOOD PERFORMANCE LETTER OF GUARANTEE

12.1 GREEK BIDDERS

According to paragraph 14 of the General Contracting Terms (FORM S2/30.10.2000).

12.2 FOREIGN BIDDERS

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

13. INCREASE OR DECREASE OF QUANTITIES

According to paragraph 16 of General Contracting Terms (FORM D2/30.10.2000) IPTO reserves the right to increase or decrease the quantity of the materials by up to 30% of the total value of the materials before, during or after the award of the supply, the Supplier has no right to increase the unit prices or request any further benefits.

Notification of the supplier concerning the increase or decrease of contractual quantities shall be provided after the signing of the relevant Contract within a predetermined time period which is to be specified in the respective Contract.

The said time period will not exceed  $\frac{1}{4}$  of the total contractual delivery period however it can be extended up to the expiry date of the Contract, provided that this term is accepted by the supplier.

14. PENALTY CLAUSE

14.1 GREEK BIDDERS

For the calculation of the penalty clause which will be according to paragraph 11 of General Contracting Terms (FORM Σ2/30.10.2010) the date of readiness for inspection shall be taken into consideration (delivery to Supplier Store)

14.2 FOREIGN BIDDERS

FOB DELIVERY

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

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

14.2 C+F or CIF DELIVERY

For the calculation of the penalty clause which will be according to paragraph 9 of General Contracting Terms (FORM S2/30.10.2000) the date of readiness for inspection shall be taken into consideration. In case that IPTO releases the material from the term of inspection, before the supplier's notification and before the contractual delivery date of readiness for inspection, the shipping date of the material (date of the Bill of Lading), shall be taken into consideration for the calculation of the penalty clause.

14.3 The penalty clause for each delayed delivery will be no more than five percent (5%) of the contractual value of this quantity.

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15. PACKING

- 15.1 The Offered materials must be packed in wooden boxes.
- 15.2. In case of transport of material inside containers, the gross weight of each container (weight of material, palletes or wooden boxes and container), shall not exceed 25 tons.  
The seller shall have to report with clarity in the certificates 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.
- 15.3 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. VALIDITY DATE

- 16.1 Bids shall be valid for (120) (one hundred and twenty) days (attached Specimen 24.14.1).
- 16.2 In case of extension of the bid, the bids that have already been submitted can be returned to the suppliers. If the bids are not claimed and remain in competent Office, they will be valid, as they are, also for the extension of the bid, unless the bidders modify, complete or withdraw their bid by their declaration which must be submitted by the new date/time of the unsealing.

17. EFFECTIVE DATE OF THE CONTRACT

The following term shall be included in the signed Contract:

17.1. For Greek Bidders

The effective date of the contract is the date which is referred in the first page of the Contract, which is considered to be the date of its signing.

17.2. For Foreign Bidders

The effective date of the contract will be the 20<sup>th</sup> day from the date which is referred in the first page of the Contract.

18. GENERAL BIDDING AND CONTRACTING TERMS

18.1 GREEK BIDDERS

General Bidding Terms valid at the present Inquiry are included in the attached FORM Δ2/30.10.2000 and General Contracting Terms are included in the attached FORM Σ2/30.10.2000.

18.2 FOREIGN BIDDERS

General Bidding Terms valid at the present Inquiry are included in the attached FORM D2/30.10.2000 and General Contracting Terms are included in the attached FORM S2/30.10.2000.

19. In case of conflict between the Special Terms and the General Terms and Conditions of the present Inquiry, Special Terms shall prevail.
20. All texts and specifications attached hereto constitute an integral part of the present Inquiry.
21. The present Inquiry is issued in English and Greek text for foreign bidders. In case of conflict the Greek tests shall prevail.

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22. PARTS OF THE INQUIRY

The present Inquiry is constituted of the following parts:

1. FORM D3/30.10.2000
2. SPECIAL BIDDING TERMS (7 pages)
3. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and it's attached
4. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and it's attached
5. FORM S4/30.10.2000
6. TECHNICAL SPECIFICATIONS TR-4, TR-5 and TR-18 (Revision July 2012) & Drawings of each and all of items of the Fittings