

INDIPENDENT POWER TRASMISSION OPERATION
PURCHASING AND LOGISTICS DEPARTMENT
PURCHASING DEPARTMENT
89, DIRRAHIOU & KIFISSOU Street
104 43 ATHENS GREECE

INQUIRY No: 401306

OBJECT: FIBER OPTIC TERMINAL
AND MULTIPLEXER EQUIPMENTS
(OLTE/MUX)

SPECIAL TERMS FOR FOREIGN BIDDERS

1. FORMULATION OF THE BIDS

- 1.1 All offers shall have to be complete and include all typical and technical evidence required by the bidding and the Technical Specification.
- 1.2 It is stressed that after the unsealing of offers, the submission of complementary evidence is not allowed and any potential, complementary evidence or data submitted this way, shall not be taken into account in the bid evaluation procedure.
- 1.3 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
- 1.4 Alternative offers for the same type of material are not allowed.
- 1.5 The offers shall have to contain all evidence requested by the attached Technical Specifications and the technical remarks of the Inquiry, in a clear-cut and unique way. Technical offers containing lacking or contradictory evidence- according to the Dpt of IPTO performing the technical evaluation – shall be rejected.
- 1.6 Offers, in order to be technically evaluated, shall have- upon penalty of rejection- to contain all the evidence here below, stated in compliance with the order and numbering, as follows:
 - 1.6.1 The factory of manufacturing of the offered materials shall be stated together with the following distinct pieces of related information:
 - a. Mail address of the factory.
 - b. Data on the human resource structure of the factory.
 - c. Description of the facilities.
 - d. Description of the testing equipment.

All Bidders shall have to state the manufacturers of the material, as well as all related sub-contractors, if any.
 - 1.6.2 An ISO 9001 conformity certificate issued for the factory, which shall cover all offered items, shall be submitted.
 - 1.6.3 They shall also have to submit along with their offer a Quality Assurance Plan (Q.A.P.), for the manufacturing procedure of the stated manufacturer and all potential sub-contractors, by which it shall be evident in a detailed way the entire manufacturing procedure, the quality control equipment as well as all quality control stages including all of the related printed material and referring to the specific international standards and regulations applied.
During the Technical Evaluation procedure, IPTO SA shall reserve itself the right to monitor the production procedure so as to ascertain the application of the QAP and, in general, to conclude on the production procedure, in a way that shall deem the offer technically acceptable or not.
 - 1.6.4 An original statement of Compliance of the offered material with the correspondent Technical Specifications/ Descriptions of IPTO and the technical remarks of the present Inquiry, duly signed by the factory of manufacturing, shall be also submitted.
 - 1.6.5 The supplier must provide a customer list with brand names, address, fax, e-mail of utility companies where has installed and successfully operate similar equipment at least 10 pieces the last 4 years by the corresponding certificates.
Reference list and corresponding certificate shall include the exact type of the material, operation voltage, exact quantity and the date of selling or installation.
Certificates shall be original or validated copies and very clear regarding the Electrical Company that edits and guarantees the excellent operation of corresponding material.

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1.6.6 In the Bids it should be stated analytically the total weight and volume of the offered

1.6.7 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 of the manufacturing factory, by means of which the latter shall allow the Bidder to supply IPTO SA with the materials in question, for this Inquiry.

- 1.7 If the technical inspection site is rather than the manufacturing factory, the following should be quoted:
- 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.

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 foregoing 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 for all of the following elements of supply:

- a. Equipment
- b. Software and hardware for MMS system
- c. Training
- d. Commissioning costs for one pair
- e. Spare parts of the technical description (two sets of spare parts)
- f. Maintenance Contract of three (3) years

3.2 **Greek Bidders**

1. All prices shall be mandatorily quoted, on penalty of nullity, in EURO, for delivery of material free at IPTO'S warehouses at ROYF Attiki.

2. Suppliers shall have to mandatorily quote, in their offers, the costs of the material transportation from their installations up to IPTO'S warehouses.

3. All offered prices shall be net prices for IPTO'S, and shall include all legal surcharges and expenses associated with the delivery of the material, apart from VAT, which, bidders shall have to mandatorily quote, for the offered material.

4. All foregoing unit prices shall be quoted in accordance with the Summary of Proposal (FORM DAPM 32.30), which must be fully completed.

5. On penalty of nullity, offers prices must not depend in any way whatsoever, on the exchange rate of the offer currency with any other currency.

Foreign Bidders

1. All prices shall be mandatorily quoted, on penalty of nullity, in EURO. Offers which depend their prices on the exchange rate between the offer currency and any other currency, shall not be taken into consideration.

2. Bidders must quote strictly in accordance with the requirements of the attached Summary of Proposal FORM DAPM- 32.26L and must include all costs chargeable to Supplier (custom duties, expenses of custom clearance, storage, transport charges etc) for the delivery of material free DDP at IPTO warehouses.

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3.3 On penalty of nullity, the dependence of any kind of the offered prices on the exchange rate between the offer currency and any other currency, is excluded.

4. EVALUATION OF THE BIDS

- 4.1 The criterion of the evaluation of the Bids, for the showing forth of the lowest bidder shall be the price for the **total of the supply** that includes the following:
- Equipment cost
 - Software and hardware for MMS system cost
 - Training cost
 - Commissioning costs for one pair
 - Cost of spare parts of the technical description (two sets of spare parts)
 - Maintenance Contract of three (3) years

4.3 The evaluation of the Bids, for the showing forth off the lowest Bidder, will be done on the prices of the material for delivery at IPTO'S warehouses, on a supplier's vehicle.

5. TERMS OF PAYMENT

- 5.1 Payment shall be made on the 20th 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 20th day of the second calendar month is not a working day, the payment will be settled the following working day. All these documents must be issued to the name of IPTO. 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.
- 5.2 Terms of payment against Advance payment are not accepted. In case such terms are submitted, these terms shall not be taken into consideration.

6. PRICE ESCALATION

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

7. DELIVERY TIME

As soon as possible. In a different case, Bidders are requested to define exactly the time (in calendar days or months) within which the material will be delivered at IPTO warehouses, beginning from the effective date of the Contract.

8. PARTICIPATION LETTER OF GUARANTEE

- 8.1 Participants submitting an offer for the whole of the materials included in the Inquiry, must also submit a Participation Letter of Guarantee according to paragraph 9 of General Bidding Terms (FORM D2/30.10.2000) for a sum of EURO 3.080,00.-
- 8.2 The validity time of the Participation Letter of guarantee shall be six (06) months from the issuing date, and shall be liable to extension.
- 8.3 Participation Letter of Guarantee will be enclosed in the envelope containing technical elements.

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9. 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.

10. GOOD PERFORMANCE LETTER OF GUARANTEE

10.1 GREEK BIDDERS

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

10.2 FOREIGN BIDDERS

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

11. INCREASE OR DECREASE OF QUANTITIES

According to paragraph 16 of General Contracting Terms (FORM D2/30.10.2000) IPTO's 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.

12. 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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13. PENALTY CLAUSE

- 13.1 For the calculation of the penalty clause which will be according the General Contracting Terms (FORM S2/30.10.2000) it shall be taken into consideration the date of the delivery at IPTO'S warehouse after it has been deducted the time period from the date of inspection readiness up to the date of inspection.
- 13.2 The penalty clause for each delayed delivery will be no more than five percent (5%) of the contractual value of this quantity.

14. SPARE PARTS

As per para. 10 of the Technical description.

In each economic offer, there should be quoted the unit price of each distinct spare part. Two sets of spare parts of the ones quoted in the Technical specification shall be offered. Their cost shall be taken into account in the evaluation procedure.

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, pallets 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 will be the 20th day from the date which is referred in the first page of the Contract.

17.2. For Foreign Bidders

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

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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.

22. **PARTS OF THE INQUIRY**

The present Inquiry is constituted of the following parts:

1. FORM D3/30.10.2000
2. SPECIAL BIDDING TERMS (6 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 SPECIFICATION T-2099 A