

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

INQUIRY No: 401308

OBJECT: INSULATING GLOVES

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.
- 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 evidence shall be acceptable only in case this evidence is required by the involved Departments or Services of IPTO SA.
- 1.4. In the Bids it should be stated analytically the total weight and volume of the offered material.
- 1.5. Alternative offers are not allowed. In case they are submitted, they shall not be evaluated.

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 as following:

3.2 GREEK BIDDERS

- Prices for delivery of material FREE to IPTO' s stores (1847 at Rouf Attica - Ag. Annis 70 & 1758 at KRIONERI Attica), on Supplier vehicle.

- Prices quoted shall be clear for IPTO and they will include all legal charges and expenses related with the supply of the material, except VAT as per Law-1642/86, which will be obligatorily stated by the Bidders for the offered material.

- All the above unit prices will be written in the respective columns of the Summary of Proposal (ΕΝΤΥΠΟ 32.3Θ), which will be fully filled in.

FOREIGN BIDDERS

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

-Bidders must quote strictly in accordance with the requirements of the attached Summary of Proposal FORM 32.26L and must include all costs chargeable to Supplier (custom duties, unloading of material, custom clearance, storage, transport charges etc) for the delivery of material to IPTO' s stores located (1847 at Rouf Attica - Ag. Annis 70 & 1758 at KRIONERI Attica), on Supplier vehicle.

-It is compulsory to Bidders to state in their offers transport charges of the offered equipment from FOB, C+F delivery up to IPTO' s stores.

4. EVALUATION OF THE BIDS

- 4.1 The criterion of the evaluation of the Bids will be the lowest price per group.
- 4.2 The evaluation of the Bids, for the showing forth of the lowest Bidder, will be based on the prices for delivery of material FREE (DDP) to IPTO S.A. stores on Supplier vehicle
- 4.3. In case where a Bidder offers special discount for the aggregate whole award quantities of Inquiry IPTO S.A. reserves the right to compare this offer to the total relative price of per item lowest bidders and choose lowest price.
- 4.4. The award of the contract to the lowest bidder may also be done on other prices offered by him at IPTO discretion.

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5. **TERMS OF PAYMENT**

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

5.2 **GREEK BIDDERS**

According to para. 3 of General Contracting Terms. (S2/30.10.200). Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the documents, to IPTO offices, 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 S.A.

5.3 **FOREIGN BIDDERS**

According to para. 4 of General Contracting Terms. Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the documents, to IPTO offices in Athens (Financial Department, 89 DIRRAHIOU & KIFISSOU STR), 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 S.A.

Each contracting party will bear all charges commissions and expenses of the Bank of its country relevant to the fulfillment of Purchaser's payment obligations towards the Seller.

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 soonest possible. Therefore Bidders are requested to define the earliest possible time (in calendar days or months) within which the material will be delivered to IPTO 's stores(1847 at Rouf Attica - Ag. Annis 70 & 1758 at KRIONERI Attica), beginning from the effective date of the contract.

The delivery time must not exceed three (3) months.

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 – MODIFIED ACCORDING THE DECISION OF GENERAL DIRECTORS) for a sum of €: 2.530,00.-

8.2 In case of an offer for part only 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 groups or supplies to a ceiling of the above specified amount for the whole supply.

8.3 In case of offer for only one of the required items, the Participation Letter of Guarantee shall cover amount up to the sum of EURO 1.750,00

8.4 Participation Letter of Guarantee will have a validity period at least of six (6) months with a possibility of extension.

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

9. **TESTS**

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

9.2 At Buyer's representative presence, Bidders may perform the specified type test in a laboratory of their own or in any laboratory having all the prerequisites to perform such tests. (Recognised in international level, ex. ISO or recognised by IPTO SA).

9.3 Bidders must mention separately in their offer the cost of the specified type tests for each item, even if official certificates of such test (by an official laboratory) are required to be submitted with the offer, or such type tests have been executed in the past. For the evaluation of the Bids, it will be taken into

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account only the cost(s) of the Type Tests for each item which are not covered by official documents. These Type Tests shall be performed in the presence of IPTO's Inspector and they shall be paid to the Supplier.

- 9.4 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 a bidder is assigned the total or a part of the supply, the assignee shall have to execute the type tests at his own expenses

INSPECTION OF MATERIALS

The compliance of delivery lots to the applicable standards and the offer of the supplier/manufacture shall be established with inspection. The compliance shall be verified with the review of detailed test reports from accredited laboratories (EN/ISO 17025) proving the compliance to the harmonization standards of relative EE directives.

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. INCREASE OR DECREASE OF QUANTITIES

According to paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO SA 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 having no right to increase the unit prices or request any further benefits.

In case the quantity that occurs from the increase or decrease of the material is expressed in a decimal part of the unit's measurement, this decimal number shall be rounded off to the next higher integer digit if it is between 0.5-0.99 and to the next lower integer digit if it less than 0.5.

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 1/4 of the total contractual delivery period. In case of increase of quantities, the said time period can be extended to the fulfillment of the contract (The return of the good performance letter of guarantee) as long as this term is accepted by the supplier.

12. PENALTY CLAUSE

- 12.1 The penalty clause for each delayed delivery will be 0,5% per whole week and will be no more than five percent (5%) of the contractual value of this quantity.

12.2 GREEK BIDDERS

For the calculation of the penalty clause which will be according to paragraph of General Contracting Terms (FORM Σ2/30.10.2000), it shall be taken into account:

- DELIVERY to Supplier Warehouse

The date of material readiness for inspection.

- DELIVERY to IPTO's stores.

The delivery date (arrival) of the materials to IPTO's stores shall be taken into consideration, excluding the period from the date of readiness for inspection till the date of the material inspection.

12.3. FOREIGN BIDDERS

- For the calculation of the penalty clause which will be according to paragraph 9 of General Contracting Terms (FORM S2/30.10.2000), the delivery date (arrival) of the materials to IPTO's stores shall be taken into consideration, excluding the period from the date of readiness for inspection till the date of the material inspection.

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13. PACKING

- 13.1. In case of transport of material inside containers, the gross weight of each container (weight of material, pallets of wooden boxes and container), shall not exceed 25 tons. The seller shall have to report with clarity in the certificate the exact gross and net weight of each container.
 In case of overweight, any charges or duties imposed by the Customs or other Public Office, they will be charged to the Seller.
- 13.2. 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.

14. 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".

15. GOOD PERFORMANCE LETTER OF GUARANTEE

15.1 GREEK BIDDERS

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

15.2 FOREIGN BIDDERS

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

16. VALIDITY DATE

- 16.1 Bids shall be valid for 120 (one hundred and twenty) days (attached Specimen 24.14).

- 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:

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17.1. For Greek Bidders

The effective date of the contract will be the twentieth (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.

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 or Technical Specification, 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 (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