

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

INQUIRY No: 401310

OBJECT: STEEL STRUCTURES 400kV

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.

Right of participation to the present bidding have only constructors who have constructed in the past, similar bolted steel structures from 400KV up and are able to secure technically correct manufacturing and implementation of the contract in the agreed time limits. Also, it is imperative that they have their own proper industrial installation, adequately equipped for the construction of the specific steel structures at least as far as the piercing and cutting equipment is concerned.

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 Inquiry, duly signed by the factory of manufacturing, shall be also submitted.

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- 1.6.5 A reference list of Electrical Companies, who have buy enough quantities of the same or similar type steel structures with those that are offered.
Reference list and corresponding certificate shall include the exact type steel structures, operation voltage, exact quantity and the date of selling or installation.
Certificates shall be original or validated copies and distinct regarding the Electrical Company that edit and guarantee the excellent operation of corresponding insulators.

NOTE: Bidders that have supplied in the last decade, IPTO SA with the requested materials, have no obligation of submitting the prerequisites of the para (1.6.4. and 1.6.5) provided that it does not change the factory of manufacture.

- 1.6.6 In the Bids it should be stated analytically the total weight and volume of the offered material.
- 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 factory, by means of which the latter shall allows the Bidder to supply IPTO SA with the materials in question, for this Inquiry.
- 1.7 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.

2. **PACKING:**

1. All structures must be packed with wire, as follows:
- From the length of 2M and over must be packed up to 2,5 ton. packages
 - Up to 2M of length, they must be packed up to 800 Kgr. packages

All the packages should be lifting ready by the packing wire.

2. With the delivery of the steel structures the Suppliers should provide 3% additional auxiliary assembling components (bolts, nuts, washers, lock washers etc.) besides those required for the erection of the steel structures.

These additional auxiliary assembling components shall be delivered in separate wooden boxes 50Kg max and always with nuts threaded to the bolts. Also the anchors should have the nuts screwed up.

3. All parts of each individual structure shall be delivered, packed together with proper wire.

4. All structures must bear:

- The supplier's initials
- The constructions drawing Number or rather the structure's initials, for example the structure E, 303 (Drawing Number) or 1K-E (the Serial Number) in order to be easily identified and stored.

3. **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.

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4. PRICES TO BE QUOTED

4.1 All prices shall be quoted mandatorily, on penalty of nullity, in EURO.

4.2 GREEK BIDDERS

1. Prices for delivery of material FREE to IPTO' s stores at Rouf Attica , on Supplier vehicle.
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. Suppliers shall have to mandatorily quote, in their offers, the costs of the material transportation from their installations up to IPTO' s warehouses situated at Rouf Attica.
4. 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

1. 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 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, 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 at Rouf Attica.

4.4 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.

5. EVALUATION OF THE BIDS

- 5.1 The criterion of the evaluation of the Bids, will be the lowest price per item in combination with any cost of specified imposed type test.
- 5.2 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
- 5.3 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
- 5.4. The award of the contract to the lowest bidder may also be done on other prices offered by him at IPTO discretion.

6. TERMS OF PAYMENT

6.1 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.

6.2 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 SA 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 SA

6.3 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 SA offices in Athens (89 DIRRAHIOU & KIFISSOU, 104 43 ATHENS), provided that materials have been delivered. If the

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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 SA.

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.

7. 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.

8. 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), beginning from the effective date of the contract.

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

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 4.100,00.-

9.2 The validity time of the Participation Letter of guarantee shall be eight (08) months from the issuing date, and shall be liable to extension.

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

10. TESTS

10.1. 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.

10.2 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.

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.

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SPECIAL TERMS FOR FOREIGN BIDDERS12. 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.

13. 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".

14. GOOD PERFORMANCE LETTER OF GUARANTEE14.1 GREEK BIDDERS

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

14.2 FOREIGN BIDDERS

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

15. PENALTY CLAUSE

15.1 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 warehouse after it has been deducted the time period from the date of inspection readiness up to the date of inspection.

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

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.

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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 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 Specification SS-20/4 (July 2009)
7. Drawings