



PURCHASING & LOGISTICS DEPARTMENT

INQUIRY No : 403306

OBJECT: SAFETY HELMETS- FACE CAPS  
PROTECTIVE HEAD COVERS

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**SPECIAL TERMS FOR FOREIGN BIDDERS**

**1. FORMULATION OF THE BIDS**

1.1 The technical offer must be pension in accordance with the following TECHNICAL Descriptions of IPTO SA.

1.2. All offers shall have to be complete and include all typical and technical evidence required by the bidding.

1.3. 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.

1.4. 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.

1.5 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. The factory of manufacturing of the offered materials shall be stated together with the following distinct pieces of related information:

1.6.1 Mail address of the factory.

1.6.2. Data on the human resource structure of the factory.

1.6.3. Description of the facilities.

1.6.4. Description of the testing equipment.

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

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

1.9. In the Bids it should be stated analytically the total weight and volume of the offered material.

1.10. Alternative offers for the same type of material are not allowed.

1.11. 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.

1.12. 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.

1.13. Complementary evidence shall be acceptable only in case this evidence is required by the involved Departments or Services of IPTO SA.



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## **SPECIAL TERMS FOR FOREIGN BIDDERS**

### **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 :

#### **GREEK BIDDERS**

- Prices for delivery of material FREE to IPTO' s store (1758) at Krioneri Attica and ROUF-Attica (1847) 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 (32.30) which will be fully filled in.

#### **3.2 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 store located at Krioneri ATTICA (1758) and ROUF-Attica (1847)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 store.

### **4. EVALUATION OF THE BIDS**

4.1 The criterion of the evaluation of the Bids will be the lowest price per item supply in combination with the cost, if any, of type test.

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 store on Supplier vehicle.

4.3. 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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**SPECIAL TERMS FOR FOREIGN BIDDERS**

**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.

**GREEK BIDDERS**

5.2 According to para. 3 of General Contracting Terms. (S2/30.10.200). Payment shall be made 100% on the 20<sup>th</sup> day of the second calendar month following the submission of all the documents, to IPTO offices, 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 S.A. (89, Dirrachiou & Kifisou Street).

**FOREIGN BIDDERS**

5.3 According to para. 4 of General Contracting Terms. Payment shall be made 100% on the 20<sup>th</sup> day of the second calendar month following the submission of all the documents, to IPTO offices in Athens (Financial Department, 89, Dirrachiou & Kifisou Street ), 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 S.A. (89, Dirrachiou & Kifisou Street).

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

**6. PRICE ESCALATION**

Prices which quoted must be firm and **not** 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 in IPTO's stores. This delivery period is desirable not to exceed three (3) months from the effective date of the contract.

**8. PLACE OF DELIVERY**

The above materials shall be delivered at IPTO's stores as follows:

DNEM:	Item 1 (300 pcs.)	Item 6 (30 pcs.)
	Item 2 ( 80 pcs.)	Item 7 (200 pcs.)
	Item 3 ( 50 pcs.)	Item 8 (200 pcs.)
	Item 4 ( 40 pcs.)	
	Item 5 (200 pcs.)	
DSSM:	Item 1 (170 pcs.)	Item 6 (15 pcs.)
	Item 2 ( 50 pcs.)	Item 7 (335 pcs.)*
	Item 3 ( 20 pcs.)	Item 8 (565 pcs.)
	Item 4 ( 50 pcs.)	
	Item 5 ( 50 pcs.)	

\* At DSSM store shall be delivered also 30 pcs of item 7 which intended for DAPM.



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## **SPECIAL TERMS FOR FOREIGN BIDDERS**

### **9. EFFECTIVE DATE OF THE CONTRACT**

The following term shall be included in the signed Contract:

#### **9.1 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".

#### **9.2 FOREIGN 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".

### **10. TESTS (Items 1, 2, 3, 4)**

**10.1** Cost (s) of the specified routine tests 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. (Recognised in international level, ex. ISO or recognised by IPTO).

**10.3** 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 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.

**10.4** 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 these tests at his own expenses.

### **INSPECTION OF MATERIALS (Items 5,6,7,8)**

The compliance of delivery lots to the applicable standards and the offer of the supplier/manufacturer 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.

### **11. PARTICIPATION LETTER OF GUARANTEE**

**11.1** 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 260,00** and validity period of **(8) eight months**.

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



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## **SPECIAL TERMS FOR FOREIGN BIDDERS**

### **12. GREEK BIDDERS**

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 specimen 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. GOOD PERFORMANCE LETTER OF GUARANTEE**

#### **13.1. GREEK BIDDERS**

According to paragraph 14 of the General Contracting Terms (FORM Σ2/30.10.2000).

#### **13.2. FOREIGN BIDDERS**

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

### **14. INCREASE OR DECREASE OF QUANTITIES**

According to paragraph 16 of General Bidding 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 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 decrease but in case of increase this period can last until the delivery fulfillment, and it can be extended to the end of the contract, thus till the return of the Good Performance Bond, as long as this term is accepted by the supplier.

### **15. PENALTY CLAUSE**

**15.1** 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.

#### **15.2. 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 store.  
The delivery date (arrival) of the materials to IPTO store shall be taken into consideration, excluding the period from the date of readiness for inspection till the date of the material inspection.

#### **15.3. 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 store shall be



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**SPECIAL TERMS FOR FOREIGN BIDDERS**

taken into consideration, excluding the period from the date of readiness for inspection till the date of the material inspection.

**16. DATE OF PRODUCTION**

The date of production of the helmets to be delivered should not exceed three months before the date of delivery at the premises of IPTO.

**17. VALIDITY OF THE BIDS**

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

**17.2** 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.

**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 Δ2/30.10.2000 and General Contracting Terms are included in the attached FORM Σ2/30.10.2000.

**19.** In case of conflict between the Special Terms and the General Terms of the present Inquiry, Special Terms shall prevail.

**20.** All texts and specifications attached hereto constitute an integral part of the present Inquiry.

**21. PARTS OF THE INQUIRY**

The present Inquiry is constituted of the following parts :

1. FORM D3/30.10.2000.
2. SPECIAL BIDDING TERMS.
3. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and its attachments.
4. FORM S4/30.10.2000.
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attachments.
6. IPTO' s TECHNICAL SPECIFICATIONS