



INQUIRY No : 403405

OBJECT: CONTROL UNDERGROUND CABLES

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**SPECIAL TERMS**

**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. Technical offers containing lacking or contradictory evidence- according to the Dpt of IPTO performing the technical evaluation – shall be rejected.

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 SA 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 technical offer shall include full technical description of the offered material (type of cables, dimensions, factory, country of origin, etc).

Offers not including all of the foregone information in the Technical Offer shall not be technically acceptable.

1.6 Offers, in order to be technically evaluated, shall have- upon penalty of rejection- to contain all the evidence herebelow, 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 resources 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.



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1.6.4 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.

1.6.5 A reference list for sales of the requested material at least to three (3) power companies, which list shall attest that the factory of manufacturing has 5 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.

**NOTE:**

Bidders that have supplied in the last decade, IPTO SA and PPC SA with the requested materials or akin ones, have no obligation of submitting the prerequisites of the para.( 1.6.4-1.6.5) 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 inspection 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. 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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**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 at their Warehouse on IPTO 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.
- 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.

**3.3 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 DPRM - 32.26K (i.e. FOB, C+F and CIF Piraeus, ).
- Bidders must state in their offers the elements on which they based the freight charges quoted i.e. the shipping data of the material, the freight rates ruling at the date of the offer as well as any other additional charge or surcharge.

**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 per item lowest bidder and choose lowest price.

**4.3 GREEK BIDDERS**

- The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for delivery of materials at their warehouse on IPTO vehicle.



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**SPECIAL TERMS**

**4.4 FOREIGN BIDDERS**

- The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for delivery of materials cleared at custom's house (FREE-DDP). The above prices shall be based upon the CIF prices, plus any custom duties, import charges and expenses for unloading of material.
- In case of a submission of a bid including prices on FOB base only this bid during evaluation will be charged, regardless of the place of the loading of the material, with the highest offered freight and insurance which result from tender plus any custom duties and charges or with freight and insurance calculated by IPTO, whichever is higher.
- IPTO reserves the right during the award of the contract to the lowest bidder to choose the most advantageous price (FOB, C+F, CIF) offered by him.

**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 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.

**5.3 FOREIGN BIDDERS**

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 Str.), 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.

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.



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**SPECIAL TERMS**

**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**

It is desirable that the materials will be ready for inspection as follows:

- 50% per item quantity, within 2,5 months from the effective date of the Contract.
- 50% per item quantity, within 5,5 months 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 9.100**.

**8.2** In case 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 materials to a ceiling of the above specified amount for the whole supply and minimum amount **EURO 2.700**.

**8.3** The validity time of the Participation Letter of Guarantee shall be **twelve (12) months** at least, from the date of its edition and the way of its extension.

**8.4** 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 may attend the tests procedure.

**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).

**9.3** 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 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.



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**SPECIAL TERMS**

**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.

**10. 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 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. FOREIGN BIDDERS [ATTORNEY-IN-FACT (ANTIKLITOS)]**

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, if its total value exceeds € 60.000,00.-  
“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”.

**12. GOOD PERFORMANCE LETTER OF GUARANTEE**

**12.1 GREEK BIDDERS**

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



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**SPECIAL TERMS**

**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 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.

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.

**14. PENALTY CLAUSE**

**14.1** 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.

**14.2 GREEK BIDDERS**

For the calculation of the penalty clause which will be according to paragraph 11 of General Contracting Terms (FORM Σ2/30.10.2000), it shall be taken into account:

- DELIVERY to Supplier store

The date of material readiness for inspection.

**14.3 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.



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- **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.

**15. PACKING**

**15.1** In case of transport of material inside containers, the gross weight of each container (weight of material, palettes 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.

**15.2** 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.

**16. EFFECTIVE DATE OF THE CONTRACT**

The following term shall be included in the signed Contract:

**16.1 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".

**16.2 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".



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**SPECIAL TERMS**

**17. VALIDITY OF THE BIDS**

**17.1** Bids shall be valid for 120 (one hundred and twenty) days (attached Specimen 24.14.1).

**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 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, General Terms and Conditions and Technical Specification 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. TECHNICAL SPECIFICATION SS-140/8 ( MAY 2014)
- 3 SPECIAL BIDDING TERMS (9 pages)
4. FORM S4/30.10.2000
5. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and its attached
6. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attached