



Purchasing & Logistics Department

INQUIRY No : 4 0 3 4 0 9
OBJECT : TINNED COPPER STRIP

SPECIAL TERMS

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 S.A.
- 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 herebelow, 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** All Bidders shall have to state the manufacturers of the material, as well as all related sub-contractors, if any.
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.
- 1.9** 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.
- 1.10.** Bidders must submit the following documents which shall be taken under consideration in the technical evaluation of the bids:



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

1.11 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 allow the Bidder to supply IPTO SA with the materials in question, for this Inquiry.

1.12 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.

1.13 **IMPORTANT NOTE:**

Offers not containing one of the foregone elements, shall be rejected, without further technical evaluation, while their à posteriori submission is not acceptable.

1.14 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.

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 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 32.3θ) and shall comprise all legal charges except for VAT.



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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, Athens or Elefsina).
 - 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 in combination with the cost of any type tests.

4.2 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.

4.3 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.



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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 (89 DIRACHIOU & KKIFISOU 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 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 ready for inspection beginning from the effective date of the contract. This delivery period is desirable not to exceed one (1) month.

FOREIGN BIDDERS

It is pointed out, that for C+F, CIF delivery the time from release for shipment until the arrival to the delivery place shall not exceed one (1) month. In case of excess the time in excess shall be added to the delivery time for the imposition of the penalty clause, if any.



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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 1.300,00. and validity period of (10) ten months.**

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

9. TESTS

9.1 Cost(s) of the specified routine and special 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, 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 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.

In Purchaser's judgment, a representative of his may attend the tests procedure.



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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).

12.2. FOREIGN BIDDERS

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



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13. INCREASE OR DECREASE OF QUANTITIES

According to the 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.

- 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.



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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. EFFECTIVE DATE OF THE CONTRACT

The following term shall be included in the signed Contract:

15.1 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".

15.2 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".

16. VALIDITY OF THE BIDS

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. GENERAL BIDDING AND CONTRACTING TERMS

17.1. 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.

17.2. 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.



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

19. The present Inquiry is issued in English and Greek text for foreign bidders. In case of conflict the Greek tests 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 SPECIFICATION TD-20