



SPECIAL TERMS

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. 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.

1.4 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.

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

1.5.1 Mail address of the factory.

1.5.2 Data on the human resource structure of the factory.

1.5.3 Description of the facilities.

1.5.4 Description of the testing equipment.

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

1.7 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.

1.8 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 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.



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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.(1.8-1.9) provided that it does not change the factory of manufacture.

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

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

1.12. 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.

1.13. 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 site.

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

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

3.1 GREEK BIDDERS

- Prices for delivery of material FREE to IPTO' s store (1847) at ROUF- Attica and KRIONERI Attica (DNEM 5696), 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 (32.3θ) which will be fully filled in.



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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 ROUF ATTICA (1847) and KRIONERI (5696) 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 at ROUF and KRIONERI.

4. EVALUATION OF THE BIDS

- 4.1** The criterion of the evaluation of the Bids will be the lowest price supply in combination with any cost of specified 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.
- 4.4** 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.

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 DIRRACHIOU & KIFISOU 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.



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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 materials will be delivered at IPTO's warehouses within three (3) months from the effective date of the Contract. In a different case, Bidders are requested to define exactly the time (in calendar days or months) within which the material will be delivered at IPTO warehouses (1847 ROUF Attica & 5696 KRIONERI), beginning from the effective date of the Contract.

NOTE:

For DSSM are intended 4.000 kg from item 1
2.000 kg from item 2

The rest are intended for DNEM.

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 2.220,00 and validity period of (06) six months from the offers submission date.

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 or supplies to a ceiling of the above specified amount for the whole supply and minimum amount **EURO, 1.500.**

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

9. 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.

10. 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 it's value exceeds EURO 60.000.-

"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.



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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”.

11. TESTS

11.1 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.

11.2 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).

11.3 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.

11.4 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.

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 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.

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 Warehouse

The date of material readiness for inspection.

- DELIVERY to IPTO store.

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

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

15. PACKING

15.1. 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.



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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".

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 and the General Terms of the present Inquiry, Special Terms shall prevail.

20. The present Inquiry is issued in English and Greek text for foreign bidders. In case of conflict the Greek tests shall prevail.



Purchasing & Logistics Department

INQUIRY No : 4 0 3 5 0 1

OBJECT : SHIELD WIRE

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

22. **PARTS OF THE INQUIRY**

The present Inquiry is constituted of the following parts :

1. FORM D3/30.10.2000. (1 page)
2. SPECIAL BIDDING TERMS (8 pages).
3. GENERAL BIDDING TERMS (FORM D2/30.10.2000.
4. FORM S4/30.10.2000
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attachments
6. Technical Specification : TR-3 and Attatcments.