



Purchasing & Logistics Department

**INQUIRY No : 4 0 3 5 1 3**

**OBJECT:** Coupling Filter Arrangement for  
Connecting PLC Equipment on to  
the Power Lines of 150 KV and  
400 KV/50 HZ

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**SPECIAL TERMS**

**1. FORMULATION OF THE BIDS**

The technical offer must be drawn up in accordance with the following **INSTRUCTIONS FOR TECHNICAL OFFER FORMAT** (which are attached to the ADMIE Technical Specifications T-2080-B), as well as the provisions of the Special Terms, provided that there is no overlapping .

**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 ADMIE 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** A detailed programme of quality guarantee of the factory is to be submitted, covering all of the offered items. This program shall have to comply with the testing equipment.

**1.8** An original statement of Compliance of the offered material with the correspondent Technical Specifications/ Descriptions of ADMIE 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.** 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 ADMIE SA with the materials in question, for this Inquiry.



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**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 particulars 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 ADMIE 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:

**3.2. GREEK BIDDERS**

- Prices for delivery at their Warehouse on ADMIE vehicle.

- Prices quoted shall be clear for ADMIE 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 32.26K (i.e. FOB, C+F and CIF Piraeus, Athens or Elefsina).



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- 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.

#### **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 ADMIE 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 ADMIE, whichever is higher.

- ADMIE 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 ADMIE 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 ADMIE S.A.



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### **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 ADMIE offices in Athens (Financial Department, 89 DIRRACHIOY & KIFISOU Str.- ATHENS ), 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 ADMIE 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 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 soonest possible.** Therefore Bidders are requested to define the earliest possible time (in calendar days or months) within which the material will be delivered, beginning from the effective date of the contract. The delivery time is desirable not to exceed three (3) months.

### **- DESTINATION- PLACE OF DELIVERY**

The materials destination and place of delivery is ADMIE store (1847) at Rouf Attikis.

### **8. PARTICIPATION LETTER OF GUARANTEE**

**8.1** Participants submitting an offer 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 1.315,00 and validity period of (06) six months from the offers submission date.

**8.2.** 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.



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**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 its 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.

At the instance of ADMIE 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 ADMIE 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. GOOD PERFORMANCE LETTER OF GUARANTEE**

**11.1. GREEK BIDDERS**

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

**11.2. FOREIGN BIDDERS**

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

**11.3** The percentage of ten percent (10%) of paragraph 14.1 of the General Contracting Terms (FORM Σ2/30.10.2000) and the paragraph 16.1 of the General Contracting Terms (FORM S2/30.10.2000), is modified and defined at five percent (5%), in compliance with Law 4281/2014.

**12. INCREASE OR DECREASE OF QUANTITIES**

According to the paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) ADMIE reserves the right to increase or decrease the quantity of the materials by up to 30% 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



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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.

**13. PENALTY CLAUSE**

**13.1** 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.

**13.2. 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:

The date of material readiness for inspection.

**13.3 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 ADMIE 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.

In case that ADMIE 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.

**14. PACKING**

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

**14.2.** 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



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fumigation-disinfection certificate, or, the wooden containers shall have to be fumigation- disinfection controlled, attested by the relevant seal on them.

**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 24.14.1).

**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.

**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.

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



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

20. **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) and its attachments.
4. FORM S4/30.10.2000
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000)
6. Technical Specification : T- 2080 B.