



SPECIAL TERMS

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**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. Offers submitted for one item, of the Inquiry, shall be rejected at stage A, of Technical offers unsealing.

**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** 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.

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

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

**1.10.** 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.

**1.11.** 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.



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**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, 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 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.



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**4. EVALUATION OF THE BIDS**

**4.1** The criterion of the evaluation of the MULTISERVICE SWITCH will be at the lowest **total price** supply in combination with the cost of spare parts, NMS and training .

**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.

**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.

**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, beginning from the effective date of the Contract.



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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 5.000,00 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.

**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.

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. 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



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modified and defined at five percent (5%), in compliance with Law 4281/2014.

### **12. 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 50% 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 is 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.

### **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:

- 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.

#### **13.3. 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.



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**14. PACKING**

**14.1.** 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.

**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 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.



Purchasing & Logistics Department

INQUIRY No : 4 0 3 6 0 6  
OBJECT : MULTISERVICE SWITCH

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### **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.

**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. (1 page)
2. SPECIAL BIDDING TERMS (7 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 : T- 2101A.