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**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. In case such evidence is not sufficient, apart from any other consequence, such deficient offer shall be evaluated by the involved Dep't of IPTO, in it's adverse for the Bidder version.
- 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. Complementary evidence shall be acceptable only in case this evidence is required by the involved Departments or Services of IPTO.

**Technical particulars**

- 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 Dep't of IPTO performing the technical evaluation – may be rejected.
- 1.4** Upon penalty of technical rejection, offers shall have to contain all the evidence herebelow 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 program 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 of the para. 1.5.4.
- 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** In case the Bidder that takes part in this Inquiry, is not the manufacturer himself, 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 with the materials in question, for this Inquiry.
- 1.10** If the technical inspections site is other 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.
- 1.11 IMPORTANT NOTE -Technical particulars**

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

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**SPECIAL TERMS**

**1.12** In the Bids it should be stated analytically the total weight and volume of the offered material, and particularly in the "Summary of Proposal" FORM /par. 6 the corresponding **SHIPPING DATA**, in lack of which, the evaluation shall be made on the most unfavourable for the Bidder basis.

**1.13** Offers for a part of the required quantity shall not be acceptable.

**2. EQUIVALENCE 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**

**IMPORTANT NOTE**

The "Summary of Proposal" FORM shall have to be duly filled in, as quoted herein prices prevail over all other prices in the financial offer. Only in case the "Summary of Proposal" table is full with quoted prices, Bidders are allowed to make reference in another document for a potential further costs breakdown or any pertaining clarifications. "Summary of Proposal" shall provide a clear and complete breakdown of the offered prices and shall be solely sufficient for the financial evaluation of the Bid.

Upon penalty of nullity of the respective offers, all prices shall be quoted mandatorily in **EURO**, not depending on the exchange rate with any other currency.

- Prices shall be quoted as follows:

**GREEK BIDDERS**

-Prices for delivery at their Warehouse on IPTO vehicle. (As supplier Warehouse can be considered the Customs space (FREE-DDP), in case of a bid for material imported by a Greek Bidder).

-Prices for delivery free at IPTO store 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.

The prices shall be quoted at the respective column of the "Summary of Proposal" (FORM 32.30) which shall have to be fully filled in.

**FOREIGN BIDDERS**

-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 Athens or Piraeus-Elefsina).

-They may also include in their offers prices for material delivered free (FREE-DDP) at Customs area or DDP at IPTO store on supplier vehicle.

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**SPECIAL TERMS**

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.

**IMPORTANT NOTE:-Offers not containing CIF or DDP prices shall not be evaluated.**

-It is clarified that:

- For the prices quoted if needed, Bidders may use and adapt accordingly the Summary of Proposal FORMS 32.3Θ, 32.26K, 32.26L.
- IPTO store for this supply is located at Rouf Attica.

**4. EVALUATION OF THE BIDS**

The criterion of the evaluation of the Bids will be the total lower price of oil in barrels in combination with the cost, if any, of tests, customs duties etc.

**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 or free at Customs area (FREE-DDP) in case of material imported. (FREE-DDP is also considered delivery at IPTO store).

**FOREIGN BIDDERS**

-The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for material cleared FREE-DDP into the Customs area. (FREE-DDP is also considered delivery at IPTO store).

In the case of prices for differentiated delivery schemes, the following procedure shall apply, so as to make proposed prices comparable on an equal basis:

- In case Bidder proposes a FREE-DDP price, no further charges shall apply. In the case such Bidder is awarded a supply contract, he shall have to deliver FREE-DDP if concluded in said contract.
- In a case a Bidder makes an offer for delivery of material only on CIF basis, such offer shall be charged with extra costs (customs duties, storage fees etc., as well as costs for material unloading from ship to the customs area), so as to make such offer comparable to the others on FREE-DDP basis. Such extra costs shall be calculated on a case by case basis, by IPTO.

**IMPORTANT NOTE:-Offers not including CIF or DDP prices shall not be evaluated.**

-IPTO reserves the right during the award of the contract to the lowest bidder to choose the most advantageous price (FOB, C+F, CIF, FREE-DDP customs area, IPTO store) offered by him.

**5. TERMS OF PAYMENT**

-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.

**GREEK BIDDERS**

According to par. 3 of General Contracting Terms (FORM Σ2/30.10.2000). Payment shall be made 100% on the 20<sup>th</sup> day of the second calendar month following the submission of all the relevant 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.

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**SPECIAL TERMS****FOREIGN BIDDERS**

According to par. 4 of General Contracting Terms (FORM S2/30.10.2000). Payment shall be made 100% on the 20<sup>th</sup> day of the second calendar month following the submission of all the relevant 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.

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 quoted must be firm and not subject to price escalation. Offers including prices with an escalation term will be rejected.

**7. PARTICIPATION LETTER OF GUARANTEE**

**7.1** Participants must submit a Participation Letter of Guarantee according to paragraph 9 of General Bidding Terms (FORM D2/30.10.2000)

-for a sum of EURO 1.400

-with validity period of eight (8) months at least from the closing date of the bid

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

**8. DELIVERY MODE**

The delivery of the oil shall be made in new or renovated iron barrels, placed on palettes per four tied together, which are to be stored for long.

It is pointed out, that the barrels and palettes shall not be returned.

**9. DELIVERY TIME**

The material will be ready for inspection the soonest possible.

It is desirable delivery in 2-3 months from the effective date of the Contract.

It is pointed out, that for C+F, CIF, supplier warehouse, FREE DDP, delivery the time from release for shipment until the arrival to the delivery place shall not exceed 2 months. In case of excess the time in excess shall be added to the delivery time for the imposition of the penalty clause, if any.

**10. INCREASE OF QUANTITIES**

According to paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO reserves the right to increase 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.

After the signing of the relevant Contract notification of the supplier for said increase shall be provided until the delivery fulfillment or even until the return of the Good Performance Bond as long as this term is accepted by the supplier.

In case the quantity that occurs from the increase 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.

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**SPECIAL TERMS****11. GREEK BIDDERS- IMPLEMENTATION OF ARTICLE 57 OF THE CONSTITUTION**

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 specimen 21.15, that no person that participates in their Companies, in a capacity that is cited in this sample, is a Member of Parliament.

**12. 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.-

« 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. »

**13. PACKING**

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. In case of overweight, any charges or duties imposed by the Customs or other Public Office, they will be charged to the Seller.

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.

**14. GOOD PERFORMANCE LETTER OF GUARANTEE****14.1 GREEK BIDDERS**

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

**14.2 FOREIGN BIDDERS**

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

**14.3** 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.

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**SPECIAL TERMS****15. PENALTY CLAUSE**

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.

For the calculation of the penalty clause which will be according to paragraph 11 of General Contracting Terms (FORM Σ2/30.10.2000) for Greek bidders or paragraph 9 of General Contracting Terms (FORM S2/30.10.2000), for foreign bidders, the date of material readiness for inspection shall be taken into account.

It is pointed out, that for C+F, CIF, supplier warehouse, FREE DDP, delivery the time from release for shipment until the arrival to the delivery place shall not exceed 2 months. In case of excess the time in excess shall be added to the delivery time for the imposition of the penalty clause, if any.

**16. EFFECTIVE DATE OF THE CONTRACT**

The following term shall be included in the signed Contract:

« Effective date of the contract will be the tenth (10th) day from the date which is referred in the first page of the Contract. »

**17. VALIDITY OF THE BIDS**

Bids shall be valid for 120 (one hundred and twenty) days at least from the closing date of the bid (attached Specimen 24.14).

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****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.

**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.** All documents 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 (SPECIMEN OF CONTRACT)
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000 and its attachments)
6. Specification for submarine cables Oil 2016



INDEPENDENT POWER TRANSMISSION OPERATOR

Purchasing & Logistics Department

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INQUIRY No: **4 0 6 6 0 1**  
OBJECT: submarine cable Oil

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**SPECIAL TERMS**