

INDEPENDENT POWER TRANSMISSION OPERATOR (IPTO)
PURCHASING & LOGISTICS DEPARTMENT
89 DIRRAHIOU & KIFISOU Street
104-43 ATHENS GREECE

INQUIRY No: 4 0 7 2 0 6

OBJECT: ELECTRICAL ENERGY
ELECTRONIC METERS

SPECIAL TERMS FOR FOREIGN BIDDERS

1. OFFER SUBMISSION RIGHT

Right for the submission of an offer have all individuals or legal entities of any legal form, apart from off-shore companies.

2. FORMULATION OF THE BIDS

2.1 All bidders must submit in their offer all documentation required by the Inquiry. Supplementary particulars submitted after the deposit of the offers, shall not be considered unless they constitute clarifications required by the competent services of IPTO SA.

2.2 All offers shall have to contain the weight, volume and packing form of the offered material.

2.3 MARKING OF THE ENVELOPES

It is noted that the bidders must write on the outside envelope of the offer, the following :

OFFER OF THE INQUIRY : 4 0 7 2 0 6
OBJECT : Electrical Energy Electronic Meters
DATE : 19.02.2013
HOUR : 10.00 a.m.

3. BUDGET OF THE SUPPLY

Estimated total budget value EUROS 966.680,00.- (without VAT) of which EUROS 878.800,00.- (without VAT) concerns the quantity to be assigned and EUROS 87.880,00.- (without VAT) the option right.

Estimated total quantity 748 pcs of which 680 pcs concern the quantity to be assigned and 68 pcs, the option right.

It is noted, that the following quantities of the below mentioned materials are financed by NSRF, in according with the Table of Material's Description and Quantities :

- 34 pcs of item No 3
 - 58 pcs of item No 4
 - 30 pcs of item No 6
- total budget value EUROS 279.000,00.-

4. PRICES TO BE QUOTED

4.1 All prices shall be quoted mandatorily, on penalty of nullity, in EUROS, as follows :

Greek Bidders

Prices for delivery at their Warehouse on IPTO SA. vehicle.

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.

Foreign Bidders

All foreign bidders shall have to draw their offer in compliance with the requirements of the attached "Summary of Proposal" (FORM 32.26K), namely prices FOB, C + F and CIF Athens or Piraeus.

If any bidder offers only the FOB price, his offer will be rejected as incomplete.

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4.2 For uniform and unified technology, know how, technical and programming support, immediate intervention and quick restoration of metering malfunctions it is required that all meters (cl 0,2S and 0,5S) to be purchased by one manufacturer. As a consequence, offers that do not comprise all of the materials of this Inquiry, shall be rejected.

4.3 On penalty of nullity, the dependence of any kind of the offered prices on the exchange rate between the offer currency and any other currency, is excluded.

5. SPECIAL TERM FOR THE TENDERERS' LEGAL STATUS ARTICLE 25 par. 1 of Law 3614/2007)

Under the penalty of nullity of their tender, Tenderers shall attach to their tenders a solemn declaration as per Law 1599/1986, where:

- The particulars of the tender shall be stated
- It shall be declared that until the date of submittal of the tender, the tenderer has not been convicted by virtue of an irrevocable court judgment for any of the offences of embezzlement, fraud, blackmail, counterfeiting, perjury, bribery and corruption pursuant to Law 3560/2007 as it is in force, fraudulent bankruptcy and money laundering in accordance with the relevant Law as it is in force.
 - It shall be declared that the tenderer is not under bankruptcy or under the process of bankruptcy declaration.
 - It shall be declared that the tenderer undertakes the obligation, if requested by the competent Department, to submit duly and timely –in accordance with the Inquiry - the above mentioned documents related to the submitted solemn declaration.

The solemn declaration of the natural or legal persons who participate in the tender, shall be signed according to the case by the followings :

- **Natural Persons**
- **Managers in case of Limited liability companies (Ltd), Partnerships and Joint – stock companies.**
- **Chairman or Board of Director in case of Societes Anonymes.**

The solemn declaration shall have as a date, the submittal date of the offer in the tender. Any solemn declaration having an earlier date from the one of the offer submittal, shall not cover the requirements of the tender and consequently the relevant offer shall be rejected.

(It is clarified that the date of the above solemn declaration shall be the same as the date of the offer submittal. In case the offer is not submitted by the tenderer himself or by a representative of him, the date of the offer sending shall be considered the date of the offer submittal. It is understood that in any way the date of the offer sending shall be proved by a delivery-receiving document from the post service or courier or a Bill of Landing in case of a transportation company e.t.c.

It should also be easily understood that, in any case, the offer shall be arrived at the competent Department on time before the deadline defined in the tender).

Any of the tenderers, if requested by the competent Department, should submit the following documents within twenty (20) days from the date of the relevant written notification to him upon a proof of receiving it:

A) Greek Tenderers (natural persons):

(1)A recent extract of the criminal record being issued within the last quarter preceding the above mentioned notification by which it shall be proved that the Tenderer has not been convicted by virtue of an irrevocable court judgment for any of the offences of embezzlement, fraud, blackmail, counterfeiting, perjury, bribery and corruption pursuant to Law 3560/2007 as it is in force, fraudulent bankruptcy and money laundering in accordance with the relevant Law as it is in force.

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(2) Certificate by the competent judicial or administrative authority being issued within the last six (6) months preceding the above mentioned notification by which it shall be proved that the Tenderer is not under bankruptcy or under the process of bankruptcy declaration.

B) Foreign Tenderers (natural persons):

(1) An extract of the criminal record or an equivalent document by a judicial or administrative authority of the country in which the Tenderer's company is established being issued within the last quarter preceding the above mentioned notification by which it shall be proved that no irrevocable court judgment decision has been issued for any of the offences of the above paragraph A1.

(2) A Certificate from the competent judicial or administration authority being issued within the last 6 months preceding the above mentioned notification by which it shall be proved that the tenderer is not under bankruptcy or under the process of bankruptcy declaration.

C) Legal National or Foreign Entities

The above documents of par. A) and B) accordingly.

In particular, regarding the criminal records, legal entities shall submit for their Managers in the case of Limited liability companies (Ltd) and partnerships (General Partnerships and Limited Partnerships) and for their Chairman and Board Director in case of sociétés anonymes (S.A.), an extract of the criminal record or an equivalent document from a competent judicial or administrative authority of the country of their establishment by which it shall be proved that no irrevocable court judgment has been issued against the above mentioned persons for any of the offences of par. A.1).

In case the above mentioned documents or certificates are not issued in the relevant countries or do not cover all the cases of this term, these may be replaced by an Affidavit signed by the liable party. If there is a country where no such Affidavit is issued, this can be replaced by a Solemn Declaration approved by a competent judicial or administrative authority or a notary public of the country in which the Tenderer is established.

The said Affidavit or Solemn Declaration shall state that in the relevant country there is no appropriate authority which can issue these specific documents and that the above mentioned legal conditions do not apply to the person in question.

Note: All the above documents submitted by foreign companies shall be duly attested by the competent authority of the country of the Tenderer's establishment and shall be accompanied by a duly certified translation into the Greek language.

6. TECHNICAL EVALUATION OF THE BIDS

For the technical evaluation, the following are to be taken into consideration :

6.1 The attached herein Technical Specification of PPC's S.A TMO-1105-MHE May 2011.

6.2 The type of the offered Electrical Energy Electronic Meters must :

- a) Have been sold in quantity more than 5.000 pieces in Electric Companies, which apply the IEC/EN in accordance with the Technical Specification.
- b) To have operate without problems for at least 5 years.

For this reason bidders are requested to submit along with the offer obligatorily, a declaration including the following information :

- a) Purchaser and Final User
- b) Quantity and date of sale
- c) Voltage of the network, accuracy class and precise type of the meters sold

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Moreover, obligatorily, with the reference list, bidders shall provide full data for direct communication with the final user of the meters (address, telephone, fax and e-mail of the person of the Electrical Company charged for meters) so that the confirmation of the, up to recently, reliable operation of the measurement meters specific type, will be available.

Additionally certificates of the final users (Electric Companies) shall be attached verifying the installation time of the specific meters type as well as their reliable operation for at least 5 years.

It is pointed out that the bidders, who have supplied PPC with the above materials the last 10 years, by the quantity of 50 pcs. at least, are not obliged to submit the above elements.

6.3 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.

6.4 Alternative offers for the same type of the offered material shall not be accepted and therefore shall not be evaluated.

7. TRAINING

Quotations must contain separately the cost of training five (5) engineers of IPTO SA., for a period of (4) four working days at IPTO SA./DSSM premises (Attica, Greece) by a specialized engineer of the manufacturer of the counter in English and in Greek. The required training must cover all the issues of programming, customization, regulation, operation, communication, maintenance and repair of the counters and modems. The price offered for the training must contain all the relevant costs and expenses (for example transportation cost and accommodation of the instructor, educational brochures, manuals etc).

8. ECONOMIC EVALUATION OF THE BIDS

8.1 The criterion of the evaluation of the bids, will be the lowest price in combination with any eventual cost of type tests, custom duties, customs expenses, cost of training etc.

8.2 **It is pointed out that the economic evaluation of the materials shall be made on the total price of the materials of the present Inquiry.**

Therefore, offers which do not contain all items shall not be evaluated. The same applies in case an item, is evaluated as technically non acceptable.

8.3 The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the total price of the materials of the present Inquiry, as follows :

Greek Bidders: Prices for delivery of materials at their warehouse.

Foreign Bidders: CIF prices plus any custom duties and import charges.

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9. TERMS OF PAYMENT

Advance payment is not provided.

Payment shall be made in compliance with the provisions of par. 4 of the General Bidding Terms of the Contract (Form S2/30.10.2000). The partial or total payment shall be made on the 20th day of the second calendar month following the one, during which the relevant invoices with the supporting documents, proving the qualitative and quantitative receipt and clearing of the materials, duly signed by authorized person of the Buyer, have been submitted to the competent department of the Buyer. If the 20th day of the second calendar month is not a working day, the payment will be settled the following working day.

10. 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.

11. DELIVERY TIME

The materials will be ready for inspection as follows :

340 pcs (half of the quantity) within four (4) months starting from the effective date of the contract and 340 pcs (the rest of the quantity) within seven (7) months starting from the effective date of the contract.

12. PARTICIPATION LETTER OF GUARANTEE

12.1 Participants 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 17.600,00.-

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

13. TESTS

13.1 Cost(s) of the specified **Routine Tests** (par. 4 of the Technical Specification) shall be included in the unit prices of the material offered. In Purchaser's judgment, a representative of his will attend the tests process.

13.2 Bidders must mention in their offer separately the cost of each specified **type test** (par. B **TYPE TESTS** of the Technical Specification), 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.

13.3 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 and they shall be paid to the Supplier.

IMPORTANT : - Whichever bid, that is to be burdened in the evaluation procedure, with type tests costs, does not state the costs of such type tests, shall be rejected as incomplete and shall no be further evaluated -. In case a bid is to be burdened with some tests, and this bid state overall costs for all specified tests, this bid shall be burdened, in the evaluation procedure, with the overall costs stated in it.

13.4 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 S.A.).

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13.5 Tests' Special Term

Besides the technical specification TMO-1105-MHE, that is inherent part of the tender, the following special term applies for the routine, sample and type tests as well as for the inspection-acceptance procedure of metering equipment:

1. The sampling procedure during the inspection (if so deemed necessary from the purchaser), shall be according to the standard IEC EN 62058-11:2010. The sampling plan shall be as per. par. 7 of the standard with the following specific clauses:

- Lot-by-lot inspection by attributes, single sampling plan, inspection level II, tightened inspection. For non-critical nonconformities AQL=1. For critical nonconformities Ac=0. For small lots not covered from the above sampling rules, at least a 20% of the lot shall be inspected and in any case no less than two (2) meters.
- All testing shall fully comply with IEC EN 62058-31:2010 at nominal conditions, as these are defined in the standard. All test facilities and instruments shall be externally calibrated by an accredited and competent calibration authority/body, with traceability to national and international norms.
- The inspection procedure shall comprise all acceptance test as per par. 5 of the standard and with the above mentioned sampling rules.
- The cost of these tests is included in the item price
- All the above concern the inspection procedure at the occasion of witnessing inspection by purchaser's representative. In any case the manufacturer is obliged to test 100% of all meters and issue relevant test reports.

2. Bidders should explicitly declare (in the form of the following table) the cost of performance of the following type tests as per standard IEC 62052-11 (Annex F) for electronic metering equipment:

Nr.	Tests	Subclause of IEC 62052-11
1	Test of insulation properties	
1.1	Impulse voltage tests	7.3.2
1.2	AC voltage tests	7.3.3
2	Test of accuracy requirements	
2.1	Test of meter constant	
2.1	Test of starting condition	
2.3	Test of no-load condition	
2.4	Test of influence quantities	
3	Tests of electrical requirements	
3.1	Test of power consumption	
3.2	Test of influence of supply voltage	7.1.2
3.3	Test of influence of short-time overcurrents	
3.4	Test of influence of self-heating	
3.5	Test of influence of heating	7.2
4	Tests for electromagnetic compatibility (EMC)	
4.1	Radio interference suppression	7.5.8
4.2	Fast transient burst test	7.5.4
4.3	Damped oscillatory waves immunity test	7.5.7
4.4	Test of immunity to electromagnetic RF fields	7.5.3
4.5	Test of immunity to	7.5.5

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	conducted disturbances, induced by radio-frequency fields	
4.6	Test of immunity to electrostatic discharges	7.5.2
4.7	Surge immunity test	7.5.6
5	Tests of the effect of the climatic environments	
5.1	Dry heat test	6.3.1
5.2	Cold test	6.3.2
5.3	Damp heat, cyclic test	6.3.3
6	Mechanical tests	
6.1	Vibration test	5.2.2.3
6.2	Shock test	5.2.2.2
6.3	Spring hammer test	5.2.2.1
6.4	Test of resistance to heat and fire	5.8

Binders should declare cost of performance for each individual test.

For each test the latest valid version of international standards applies. The tests should be performed at accredited laboratories as per IEC EN/ISO 17025.

For all the above tests reference is also made to IEC 62053-22 & 23 for active and reactive energy meters respectively.

Binders should submit for evaluation all existing type test reports. The acceptance of these lies with the judgment of purchaser. In case of non acceptance the offer shall be burdened for the economic evaluation with the cost of performance of such tests. The costs shall furthermore be included in the contract and shall be paid to the supplier in case of performance of these tests at the presence of purchaser.

In any case the purchaser withholds the right to ask for the performance of any of these tests deemed technically as necessary, upon assignment of the contract. In case of successful performance the cost of test repetition shall be born by the purchaser.

14. FOR GREEK BIDDERS ONLY

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.

15. FOR FOREIGN BIDDERS ONLY

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

"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 SA. 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 SA. or its general or special

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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”.

16. GOOD PERFORMANCE LETTER OF GUARANTEE

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

17. OPTION

After the signing of the contract IPTO SA reserves the right to increase the quantity of materials up to 10 % per item before, during or after the award of the supply, the supplier having no right to increase the unit prices or request any further benefits.

The notification of the supplier concerning the increase of contractual quantities, after the signing of the relevant Contract, shall be made 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. The said time period can be extended up to the fulfillment of the contract (The return of the good performance letter of guarantee), as long as this term is accepted by the supplier.

18. BIDDERS APPEALS

Each Economic Entity that is interested in concluding a contract with IPTO SA, that falls within the field of the Directive 2004/17/EU, as is currently applicable and has been transferred to the National law with the article P/D 59/2007 as is in force, has the right to affect with his appeal each executing action by the company, that is related with the process of selection, which considers that derogates, in a non legally way, his interests.

Such an appeal is exercised according to the conditions that are provided by the current and valid law in use (for the time being Law 3886/2010) for the provision of legal protection, at the stage that leads to the conclusion of the contract.

The deadline for exercising the appeal and any subsequent precautionary measures, only imply with suppressive effect, as the law provides.

Each, according to the above, appeal addressed to IPTO SA is examined by the designated in the inquiry's official body or officer (in the specific inquiry by the General Director of Transmission), which issues a justified decision for the mentioned appeal within a deadline of fifteen (15) days starting from the day of its submission and communicate it in writing to the concerned Bidder. If the fifteen (15) day deadline passes by without any action, then the rejection of the appeal is presumed.

19. PACKING

19.1. In case of transport of material inside containers, the gross weight of each container (weight of material, palettes or wooden boxes and container), shall not exceed 25 tons.

The seller shall have to report with clarity in the certificates 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.

19.2 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.

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20. PENALTY CLAUSE

20.1 For the calculation of the penalty clause, which will be according to par. 9 of the General Contracting Terms (FORM S2/30.10.2000), the date of readiness for inspection shall be taken into consideration.

20.2 The penalty clause for each delayed delivery will be no more than five percent (5%) of the contractual value of this quantity.

21. EFFECTIVE DATE OF THE CONTRACT

The following term shall be included in the signed Contract :

For Greek Bidders & Foreign Bidders

The effective date of the contract will be the 20th day from the date which is referred in the first page of the Contract.

22. VALIDITY OF THE BIDS

22.1 Bids shall be valid for 120 (one hundred and twenty) days (attached Specimen 24.14.1)

22.2 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 the competent Purchase 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.

23. Present Inquiry is issued and published in Greek and is accompanied by a translation in English. In case of conflict, the Greek text shall prevail.
A summary of the present Inquiry has been sent for publication in the Official Journal of EU and the Greek Press.

24. GENERAL BIDDING AND CONTRACTING TERMS

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.

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

26. All texts and technical specification attached hereto constitute an integral part of the present Inquiry.

27. PARTS OF THE INQUIRY

The present Inquiry is constituted of the following parts :

1. FORM D3/30.10.2000
2. TABLES OF MATERIAL'S DESCRIPTION (1 page)
3. SPECIAL BIDDING TERMS (9 pages)
4. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and its attached
5. FORM S4/30.10.2000
6. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attached
7. PPC' s S.A. TECHNICAL SPECIFICATION TMO-1105-MHE May 2011
Where, in the attached TECHNICAL SPECIFICATION of the present Inquiry, the name of «PPC S.A.» is written, it is replaced by the name «IPTO S.A.».

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