



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

1. BUDGET OF THE SUPPLY €: 249.200,00.-
2. OFFERS SUBMISSION:
 - 2.1 The offers shall have to contain all evidence requested by the attached Technical Specification 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 S.A. performing the technical evaluation – shall be rejected.
 - 2.2 Alternative offers are not allowed. In case they are submitted, they shall not be evaluated.
 - 2.3 Offers, in order to be technically evaluated, shall have- upon penalty of rejection- to contain all the evidence herebelow, stated in compliance with the order and numbering, as follows.
 - 2.4 The factory of manufacturing of the offered materials shall be stated together with the following distinct pieces of related information.
 - 2.4.1 Mail address of the factory.
 - 2.4.2 Data on the human resource structure of the factory.
 - 2.4.3 Description of the facilities.
 - 2.4.4 Description of the testing equipment.
 - 2.5 An ISO 9001 conformity certificate issued for the factory, which shall cover all offered items, shall be submitted.
 - 2.6 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 of the para. 1.4.4.
 - 2.7 An original statement of Compliance of the offered material with the correspondent Technical Specifications/ Descriptions of IPTO S.A. and the technical remarks of the Inquiry, duly signed by the factory of manufacturing, shall be also submitted.
 - 2.8 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 S.A. with the materials in question, for this Inquiry.
 - 2.9 If the technical inspection site 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.
 - 2.10 The offered types of Programmable display & data recorders shall have to have been sold in quantities of more than 50 pcs, within the last five (5) years, at Power Companies or Transmission Operators, in at least 5 countries of EU – USA – Canada – Australia – Japan and S. Korea, not to mention the country of origin.

IPTO S.A. reserves itself the right to confirm or communicate with them, in order to verify all claims included in the sales list included in an offer.

It is stressed that the acceptance of the product by the users in the foregone Countries (in the specific volumes/number of countries) constitutes criterion of paramount importance for the acceptance/rejection of the offers, at the stage of technical evaluation.



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

2.11 IMPORTANT NOTE:

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

2.12 Complementary elements shall be accepted only in case this is requested in writing by the competent services of IPTO S.A. and this has to do with clarifications on the already submitted offers.

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.

4. PRICES TO BE QUOTED

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

4.1.1 Greek Bidders

Prices for delivery at their Warehouse on IPTO S.A. vehicle.

Prices quoted shall be clear for IPTO S.A. 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 which will be fully filled in. (FORM-32.3Θ)

4.1.2 Foreign Bidders

Offers which depend their prices on the exchange rate between the offer (EURO) 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, CIF PIRAEUS or ATHENS)

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.

5. EVALUATION OF THE BIDS

5.1 The criterion of the evaluation of the Bids will be the lowest price, in combination with any cost of specified type tests, custom duties etc.



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

5.2 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 IPTO S.A. vehicle.

5.3 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 materials.

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 IPTO S.A., whichever is higher.

IPTO S.A. reserves the right during the award of the contract to the most lowest bidder to choose the most advantageous price (FOB, C+F, CIF) offered by him.

6. TERMS OF PAYMENT

6.1 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.

6.2 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 S.A. 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.

6.3 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 S.A. offices in Athens (Financial Department, 89 DIRRAHIU & 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.

Each contracting party will bear all charges commissions and expenses of the Bank of its country relevant to the fulfilment of Purchaser's payment obligations towards the Seller.

7. PRICE ESCALATION

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



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

8. DELIVERY TIME

The materials will be ready for inspection as below :

70 pcs within three (3) months from the effective date of the contract.

70 pcs within ten (10) months from the effective date of the contract.

9. EFFECTIVE DATE OF THE CONTRACT

"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".

10. PARTICIPATION LETTER OF GUARANTEE

10.1 Participants submitting an offer, must also submit a Participation Letter of Guarantee according to paragraph 9 of General Bidding Terms (FORM D2/30.10.2000 – MODIFIED ACCORDING THE DECISION OF GENERAL DIRECTORS) for a sum of €5.000,00.

10.2. Participation Letter of Guarantee will have a validity period at least of six (6) months with a possibility of extension.

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

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. 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 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 S.A. 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.



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

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 S.A. 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. GOOD PERFORMANCE LETTER OF GUARANTEE

13.1. GREEK BIDDERS

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

13.2. FOREIGN BIDDERS

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

14. TRAINING

Offers shall contain in a separate way training costs for five (5) engineers of IPTO S.A., for one (1) working day, at IPTO S.A./System Maintenance Dept (Attica region, Greece).The training shall be made by a specialized engineer of the manufacturer of counters, both in English and Greek language. Said training shall have to cover all programming, parametering, adjustment, operation, communication and maintenance issues of the Programmable display & data recorders.

15. TESTS

15.1 Cost(s) of the specified routine tests shall be included in the unit prices of the material offered. In Purchaser's judgment, a representative of his will attend the tests process.

15.2 Bidders must mention in their offer separately the cost of each specified type test, 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.

15.3 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.



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

15.4 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.).

16. INCREASE OR DECREASE OF QUANTITIES

According to paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO S.A. reserves the right to increase or decrease the quantity of the materials by up to 25% 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 increase of quantities, the said time period can be extended 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.

17. PENALTY CLAUSE

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

17.2 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) the date of readiness for inspection shall be taken into consideration (delivery to Supplier Store)

17.3 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 IPTO S.A. 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.



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

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 IPTO S.A. 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.

18. PACKING

18.1. 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.

18.2. 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.

19. VALIDITY OF THE BIDS

19.1 Bids shall be valid for 120 (one hundred and twenty) days (attached Specimen 24.14).

19.2 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.

20. GENERAL BIDDING AND CONTRACTING TERMS

20.1. 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.

20.2. 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.

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



INQUIRY No: 407307
OBJECT : PROGRAMMABLE DISPLAY &
DATA RECORDERS

SPECIAL TERMS

22. The present Inquiry is issued in English and Greek text for foreign bidders. In case of conflict the Greek tests shall prevail.
23. All texts and Technical Specification attached hereto constitute an integral part of the present Inquiry.

24. PARTS OF THE INQUIRY

The present Inquiry is constituted of the following parts:

1. FORM D3/30.10.2000
2. SPECIAL BIDDING TERMS (pages 8)
3. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and its attachments
4. FORM32.26L
5. FORM S4/30.10.2000
6. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attachments
7. TECHNICAL SPECIFICATION IPTO S.A./TMO May 2013