



SPECIAL TERMS

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 : 408237

OBJECT : TEST SOCKETS AND PLUGS

DATE : 16.04.2013

HOUR : 10:00'a.m.

3. BUDGET OF THE SUPPLY

Estimated total budget value € 131.040,00.- (without VAT) of which € 100.800,00.- (without VAT) concerns the quantity to be assigned and € 30.240,00.- (without VAT) the option right.

Estimated total quantity 1747 pcs of which 1.344 pcs concern the quantity to be assigned and 403 pcs, the option right.

It is noted that: 744 pcs of the material's quantity are financed by NSRF, total budget value €55.800,00

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 PPC's vehicle.

The prices shall be quoted at the respective column of the "Summary of Proposal" (FORM 32.3θ) 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.

4.2 **It is required that all the quantity of the materials to be purchased by one manufacturer. As a consequence, offers that do not comprise all the quantity of the materials, 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.



SPECIAL TERMS

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:



SPECIAL TERMS

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.

(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.



SPECIAL TERMS

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 TMO1102-ΔK February 2011
- 6.2 Is required samples for the technical evaluation.
- 6.3 The mentioned types of test sockets offered, must have been sold in quantities of over 2.000 pieces within the last five (5) years to Electricity Companies or Transmission Systems Operators of electricity in at least 5 countries, beyond the country they are produced in.
For the above reason with the quotation, there will be submitted a sales list that will contain the Country, the buyer, the Quantity and the type of the test sockets.
IPTO SA, reserves the right to confirm or communicate with purpose the confirmation of the data that are submitted in the sales list of the offered test sockets.
It is noted that the acceptance of the product by the final users of the above mentioned sales list consists a key criterion for the acceptance / rejection of the offer during the period of their technical crisis.

6.4 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.

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

7. ECONOMIC EVALUATION OF THE BIDS

- 7.1 The criterion of the evaluation of the bids, will be the lowest price in combination with any eventual cost of custom duties, customs expenses, etc.
- 7.2 The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done as follows :

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

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



SPECIAL TERMS

8. TERMS OF PAYMENT

8.1 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.

8.2 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 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.

8.3 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 offices in Athens (Financial Department, 89 DIRRAHIOU & 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 fulfillment of Purchaser's payment obligations towards the Seller.

9. PRICE ESCALATION

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

10. DELIVERY TIME

The materials will be ready for inspection as follows:

- 672 pcs within four (4) months starting from the effective date of the contract
- 672 pcs within eight (8) months starting from the effective date of the contract

11. PARTICIPATION LETTER OF GUARANTEE

11.1 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 € 2.016,00.-

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



SPECIAL TERMS

12. 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.

13. 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, 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 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 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”.

14. GOOD PERFORMANCE LETTER OF GUARANTEE

Greek Bidders

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

Foreign Bidders

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

15. OPTION

After the signing of the contract IPTO SA, reserves the right to increase the quantity of materials 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 as long as this term is accepted by the supplier.



SPECIAL TERMS

16. 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.

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 SA 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 IPTO SA 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.



SPECIAL TERMS

18. 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 twentieth (20th) day from the date which is referred in the first page of the Contract".

19. PACKING

19.1 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.

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.

20. VALIDITY OF THE BIDS

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

20.2 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.

21. 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.

22. GENERAL BIDDING AND CONTRACTING TERMS

22.1. 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.

22.2. 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.



SPECIAL TERMS

23. In case of conflict between the Special Terms and the General Terms of the present Inquiry, Special Terms shall prevail.
24. All texts and specifications attached hereto constitute an integral part of the present Inquiry.

25. **PARTS OF THE INQUIRY**

The present Inquiry is constituted of the following parts:

1. FORM D3/30.10.2000
2. SPECIAL BIDDING TERMS (9 pages)
3. GENERAL BIDDING TERMS (FORM D2/30.10.2000) and its attached
4. FORM S4/30.10.2000
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and its attached
6. TECHNICAL SPECIFICATIONS TMO1102-ΔK FEBRUARY 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.».