



SPECIAL TERMS

1. BUDGET OF THE SUPPLY EURO: 480..000,00
2. FORMULATION OF THE BIDS
 - 2.1 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 Dpt of IPTO SA, in it's adverse for the Bidder version.
 - 2.2 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 SA.
Technical particulars
 - 2.3 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 SA performing the technical evaluation – may be rejected.
 - 2.4 Upon penalty of technical rejection, offers shall have to contain all the evidence here below stated in compliance with the order and numbering, as follows.
 - 2.5 The factory of manufacturing of the offered materials shall be stated together with the following distinct pieces of related information:
 - 2.5.1 Mail address of the factory.
 - 2.5.2 Data on the human resource structure of the factory.
 - 2.5.3 Description of the facilities.
 - 2.5.4 Description of the testing equipment.
 - 2.6 An ISO 9001 conformity certificate issued for the factory, which shall cover all offered items, shall be submitted.
 - 2.7 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. 2.5.4.
 - 2.8 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.
 - 2.9 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 allows the Bidder to supply IPTO SA with the materials in question, for this Inquiry.
 - 2.10 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 cite.



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2.11 IMPORTANT NOTE -Technical particulars

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

2.12 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.

2.13 Alternative offers are not allowed. In case they are submitted, they shall not be evaluated

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:

3.1 GREEK BIDDERS

- Prices for delivery at their Warehouse on IPTO SA 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 at IPTO SA store on supplier vehicle.

- Prices quoted shall be clear for IPTO SA 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.



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3.2 FOREIGN BIDDERS

- Bidders must quote in accordance with the requirements of the Summary of Proposal FORM 32.26K (i.e. FOB, C+F and CIF Piraeus or Elefsina). They may also include in their offers prices for material delivered free at Customs space (FREE-DDP) or at IPTO SA store on supplier vehicle.

- 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.

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 SA store is
 - the 1847 at ROUF Attica (2pcs of item 1 & 2pcs of item 2)
 - the 400(1758) at KRIONERI Attica (2pcs of item 1)

4. 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 Chief Executive Director 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.

5. EVALUATION OF THE BIDS

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

- 5.1 In case where a Bidder offers special discount for the aggregate whole award quantities of Inquiry IPTO SA reserves the right to compare this offer to the total relative price of per item lowest bidders and choose lowest price.

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 SA vehicle or free at Customs area (FREE-DDP in case of material imported).



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5.3 FOREIGN BIDDERS

-The evaluation of the Bids, for the showing forth of the lowest Bidder, will be done on the prices for material cleared into the Customs area (FREE-DDP).

-The calculation of these prices in case of offers with different delivery base will be made as following:

■ According to the price FREE –DDP offered by a bidder, who shall be obliged then to deliver the material on FREE-DDP base, if this is required in the contract.

■ According to CIF price, in case FREE-DDP price is not offered, plus any customs expenses (customs duties, storage fees etc.), as well as with charge of the total cost for unloading the material from the ship into the customs area, in order for the material to become FREE- DDP. The above charges will be calculated by IPTO SA.

-Offers not containing CIF or DDP prices shall not be evaluated.

- IPTO SA 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 space, IPTO SA store) offered by him.

6. SPARE PARTS

All Bidders shall have to quote prices for the following spare parts:

- One (1) breaker pole and
- One (1) entire movement.

These spare parts shall be taken into consideration in the economic evaluation procedure.

It is pointed out that the Purchaser reserves itself the absolute right to specify the exact number of spare parts to be supplied with, upon signing of the contract.

7. 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.

7.1 GREEK BIDDERS

According to para. 3 of General Contracting Terms. (FORM Σ2/30.10.2000). Payment shall be made 100% on the 20th day of the second calendar month following the submission of all the documents, to IPTO SA 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.

7.2 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.



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8. 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.

9. DELIVERY TIME

-IMPORTANT NOTE:

The operational drawings of the Outdoor Circuit Breakers will be submitted for approval within two (2) months from the effective date of the contract.

The materials will be ready for inspection as follows:

- 2pcs of item 1 within four (4) months from the effective date of the contract.
- 2pcs of item 1 & 2pcs of item 2 within six (6) months from the effective date of the contract.

10. PARTICIPATION LETTER OF GUARANTEE

- 10.1 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- MODIFIED ACCORDING TO THE DECISION OF GENERAL DIRECTORS) for a sum of EURO 9.600,00.-
- 10.2 In case of an offer for part only of the required materials or/and of the required quantities, the Participation Letter of Guarantee shall be acceptable if it covers at least 2% of the value of the offered materials or Supplies to a ceiling of the above specified amount for the whole supply.
- 10.3 In case of offer for only one of the required items, the Participation Letter of Guarantee shall cover amount up to the sum of EURO 6.400,00.-.
- 10.4 The validity time of the Participation Letter of Guarantee shall be 12 months at least , from the date of its edition and the way of its extension.
- 10.5 Participation Letter of Guarantee will be enclosed in the envelope containing technical elements.

11. TESTS

- 11.1 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.
- 11.2 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 SA).
- 11.3 Bidders must mention separately in their offer the cost of the specified type tests for each item, 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. For the evaluation of the Bids, it will be taken into account only the cost(s) of the Type Tests for each item which are not covered by official documents. These Type Tests shall be performed in the presence of IPTO 's Inspector and they shall be paid to the Supplier.
- 11.4 Where cost of specified type tests is not mentioned in the bid and as long as cost is not covered by any official certificate, in the bid evaluation this bid will be charged with highest cost of type tests resulting from the contest procedure. In case a bidder is assigned the total or a part of the supply, the assignee shall have to execute the type tests at his own expenses.



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12. 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.

13. 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 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

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).

15. INCREASE OR DECREASE OF QUANTITIES

According to paragraph 16 of General Bidding Terms (FORM D2/30.10.2000) IPTO SA reserves the right to increase or decrease the quantity of the materials by up to 30% 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.



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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.

16. PENALTY CLAUSE

16.1 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)

16.2 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.

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

17. EFFECTIVE DATE OF THE CONTRACT

The following term shall be included in the signed 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".



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18. 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 foregoing proving evidence shall have to be submitted together with the offer. A posteriori submission of the evidence is not acceptable.

19. VALIDITY OF THE BIDS

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

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

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.

- 21. In case of conflict between the Special Terms and the General Terms and Conditions of the present Inquiry, Special Terms shall prevail.
- 22. The present Inquiry is issued in English and Greek text for foreign bidders. In case of conflict the Greek texts shall prevail.
- 23. All texts, technical descriptions and drawings attached hereto constitute an integral part of the present Inquiry.



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24. PACKING

24.1 The Offered materials must be packed on wooden pallets with 800 kg maximum weight.

24.2 In case of transport of material inside containers, the gross weight of each container (weight of material, pallets 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.

24.3 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.

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 it's attached
4. FORM S4/30.10.2000
5. GENERAL CONTRACTING TERMS (FORM S2/30.10.2000) and it's attached
6. TECHNICAL SPECIFICATION SS-106/10 NOVEMBER 2014