

**CALL OF TENDER  
FOR THE CRUISE AND FERRY IT NETWORK UPGRADE**



**Piraeus, Greece**

**December 2023**

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## **1. INTRODUCTION**

### **1.1 GENERAL**

The Port of Piraeus (Port of Piraeus) is the largest port in Greece, spanning a coastline length of more than twenty-four kilometers and expanding over an aggregate area exceeding five million square meters. The geographic location of the Port of Piraeus makes it a vital transportation, trade and supply, tourism and communications hub connecting the Greek islands with the mainland, as well as being an international center of marine tourism and commercial carriage of goods. The position of the Port of Piraeus is conducive to its operation both as a port for the wider area of Greece and for the Balkans and Black Sea countries.

The Port of Piraeus is situated at the intersection of sea routes linking the Mediterranean with Northern Europe and its geographic position (south of the 38th parallel) enables major line ships to access it without significant deviation from the Far East trade routes. The Port of Piraeus hosts a complex and unique variety of activities, including: ferry/passenger shipping (it is the largest passenger port in Europe), servicing of all types of cargo, cruise, vessel repair activities, as well as the Port of Piraeus free zone (a control type I customs free zone) operating under applicable tax and customs legislation in the area (Piraeus Free Zone).

### **1.2 SCOPE OF TENDER**

Piraeus Port Authority (hereafter named “Contracting Authority” or “PPA” or client) is seeking proposals from qualified Candidates, or legal entities, in order to upgrade the Network infrastructure in Cruise and Ferry Port.

The project includes the Network Upgrade in the three Cruise Passengers Terminals and in the Ferry Port Network nodes. The upgrade includes also migrations of old Network Racks, Installation of new Racks, new Fiber Optic installation, new network devices installation, configuration and warranty services.

The Network topology architecture is based on star network topology. The logical diagram that will be followed for the Cruise Passenger Terminals is shown below:

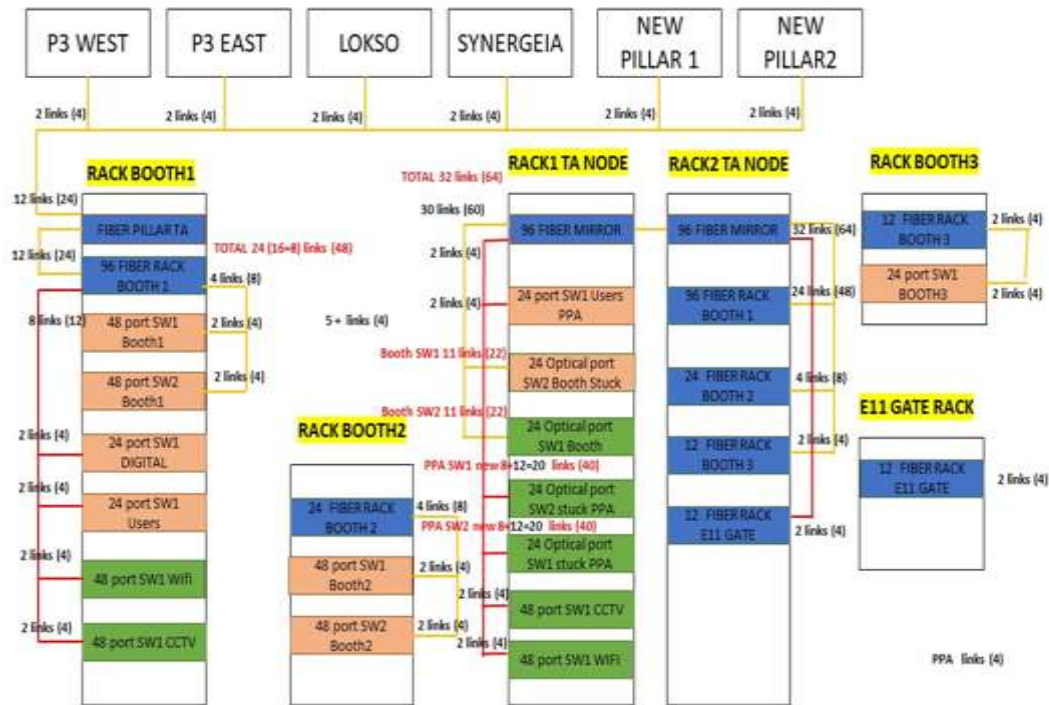
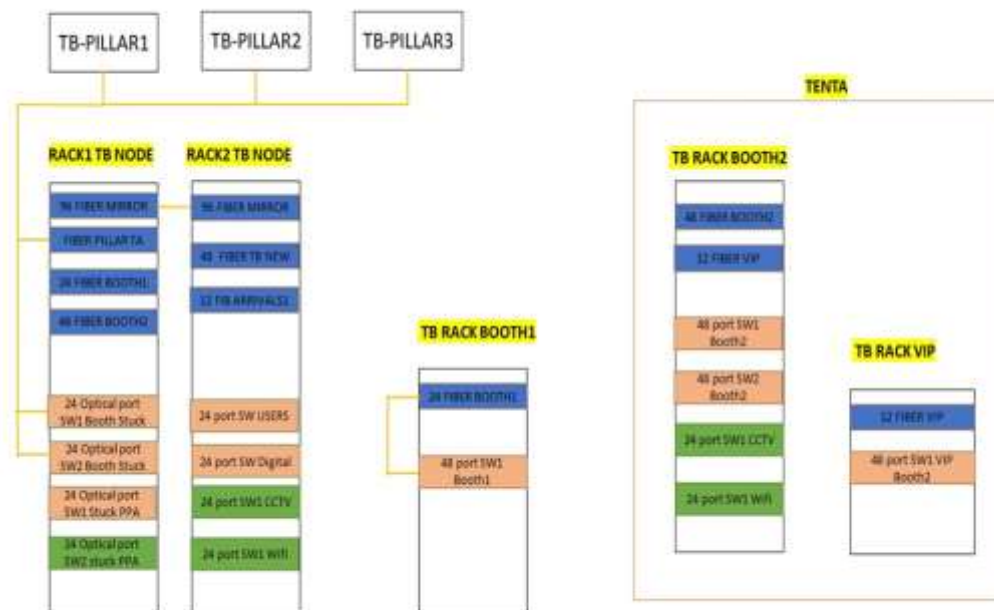
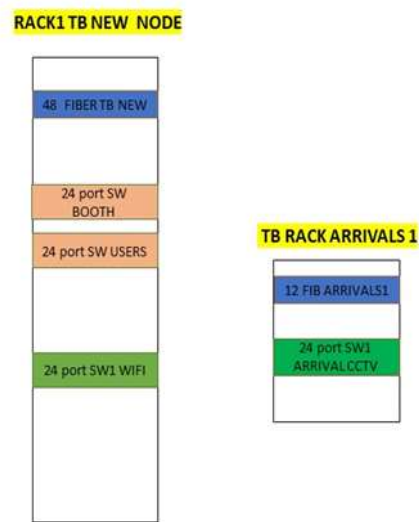


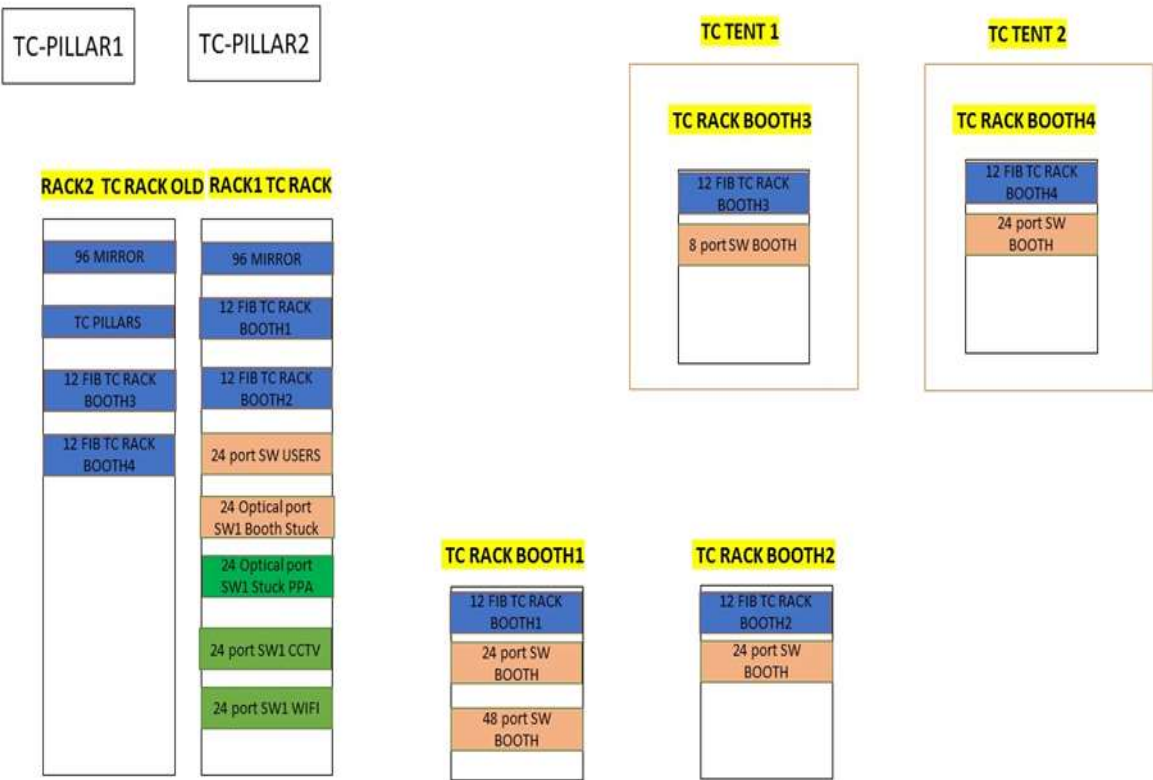
Fig.1.1 CRUISE TERMINAL TA Network diagram



**Fig.1.2** CRUISE TERMINAL TB DEPARTURES Network diagram



**Fig.1.3** CRUISE TERMINAL TB ARRIVALS Network diagram



**Fig.1.4** CRUISE TERMINAL TC Network diagram

The current LAN infrastructure includes single or multi-mode fiber optic panels with LC and SC connectors that can be utilized for the purposes of this project. Additionally, the active access equipment currently in use, is capable of 1GB links and up to PoE+ (IEEE 802.3at). If additional network infrastructure is needed (civil works, racks, patch panels, fibre optics, Ethernet terminations, switches, sfp modules, etc.), those will be provided by the contractor.

Detailed drawings of the PPA facilities can be found as an attachment in **ANNEX F**.

Any solution proposed must include all additional costs that shall be incurred in order to create a functional, secure and managed enterprise environment. These additional considerations must include planning, equipment acquisition, licensing, software, staging, configuration, patch cords, possible cabling and appropriate devices, installation, deployment, documentation updates, communication and coordination with other parties involved in the overall project. Any associated costs such as old racks migration, device installation costs, lifting equipment etc., must be clearly specified and explained in detail in the Candidate's financial proposal.

The Candidates will be requested to do a detailed site survey with PPA engineers before submitting their offers, in order to understand the exact requirements.

The selected Contractor must be willing to work in a cooperative manner with PPA staff and other parties working on behalf of PPA.

## **2. DEADLINE FOR SUBMISSION OF TENDERS – CLARIFICATIONS**

The time limit for the submission of offers is until **Friday, 22<sup>th</sup> of December 2023** until **12:00** Greek time (GMT +2). If for any reason the submission of offers is not held on the aforementioned date or, if it is held but no offer is submitted, it will be held on a new date to be determined by an act of PPA S.A. and which will be announced by posting on the Company's website. The same process can be repeated twice.

Interested parties may submit any questions or requests for clarification regarding this tender until three (3) working days before the submission deadline to the following address: [procurement@olp.gr](mailto:procurement@olp.gr).

After the expiry of the above time limit, no other communication or request for clarifications as to any terms may be acceptable. Written responses by PPA S.A. are notified to all interested parties until two (2) working days before the expiry of the time limit for the submission of offers. Each submitted offer binds the participant in the tender for a period of six (6) months from the date of submission of the offers.

## **3. TENDER PROCEDURE**

The tender will be held in one stage.

Upon a candidate's written request (by email) within 5 working days from the publication date of this announcement and after submitting a signed Non-Disclosure Agreement and commitment to confidentiality to PPA SA according to the attached **ANNEX B**, it will receive the tender technical Specifications requirements and drawings of **ANNEX E** and **ANNEX F** respectively.

In case fewer than three (3) bids are submitted that meet the tender criteria, in order to unseal the corresponding financial offers, the Company reserves the right to cancel the tender process, declaring it null and void.

After the cancellation of the tender process, a negotiation process may be conducted without opening the initially submitted financial offers. In this case, the Company reserves the right to negotiate with the participants who meet the minimum requirements of articles 10 and 11 and have submitted a valid Participation Guarantee Letter, according to Article 8.2. hereinafter.

During the negotiation process, PPA may request the aforementioned participants to submit an improved offer in a sealed envelope or via email within 3 working days from notification date without modifying any of the technical/quality specifications of the already submitted offers. In case the above "improved" offer is higher than the original, it will be rejected. It should be noted that during the cancellation/negotiation process, the participation guarantees remain in effect and bind the candidates.

The financial offer of the candidates will be submitted using the free-form invoice system. The unit contract values of the invoice refer to works fully cleared in accordance with the contract terms, include the legal general expenses and the contractor's profit, cover all the direct or indirect expenses of the project.

Each Candidate may submit only one financial offer.

The offered prices will be expressed in euros (€), limited to two decimal places, will not include Value Added Tax (VAT), and will bind the Candidate throughout the validity of the Offer.

The prices submitted must fully comply with the terms of the tender, be fixed, and not subject to increases for any reason throughout the duration of the Contract and any extensions thereof.

#### **4. AWARD CRITERION**

The criterion for awarding the contract is the lowest price. Competitors must fully meet the technical criteria as stated in Article 9 of the present call and have the experience for the efficient delivery of the project.

#### **5. ELIGIBILITY OF PARTICIPATION**

Upon reception of the offers of the Candidates, the competent Tender Evaluation Team will examine the eligibility documents, unseal the financial offers of those who are eligible to participate, and will submit a report to the competent body of PPA S.A. regarding the result of the

tender process. It is clarified that this tender is not a public tender, and the process of verifying and evaluating the offers of the Candidates is an internal procedure of PPA S.A. and will be conducted without the participation or presence of the Candidates, who do not acquire any rights to information or access to the submitted offers or the records of the Evaluation Committee.

The decision to select the Contractor, as well as other decisions related to the tender, will be made by the competent Management body of PPA S.A. PPA S.A.'s decisions are final, and no complaints or objections regarding them will be considered by PPA S.A.

## **6. PROOF FROM TENDER PARTICIPATION**

Submission of an offer in the tender procedure will constitute a presumption that each Candidate has been apprised of the Tender Invitation / Call and information and is fully aware of the Project's implementation conditions. In particular, candidates are obliged to fully apprise themselves of all Project implementation conditions including all those specified in this Article. By submitting an offer to the tender procedure, it is well understood and accepted that the candidate:

- i. Has checked all general and local conditions for the network switches procurement & services provided project.
- ii. Has also examined, understood and accepted the technical requirements, which will form the basis of their offer.

Any failure by the Candidate to acquire knowledge about all the above issues and requirements using all information possible, is at its own risk and exclusive responsibility and shall not exonerate its liability and obligation to comply in full with its contractual obligations.

In light of the above, Candidates must fully and unreservedly guarantee the accuracy of their financial proposals, while within the contract to be signed, the Contractor must expressly waive its right to adjust its fee for any reason. Moreover, by submitting their offer, Candidates unreservedly accept that, if chosen as Contractor, they will unreservedly undertake to carry out all procurement and services and in general to perform the project in full compliance with all terms, etc.

Candidates are not entitled to any remuneration for expenses incurred relating to the compilation and submission of their offer, etc.

## **7. PROJECT EXECUTION DEADLINE**

The installation of the Contractor and the commencement of the work will take place five (5) calendar days after the date of signing the contract. The duration of the work is set at one hundred twenty (120) calendar days from the commencement date of the work. An extension of the above deadline is allowed only with the consent of Cruise and Ferry and IT and BPS departments upon the request of the Contractor, which must specify the reasons for requesting the extension. Delays due to PPA S.A.'s responsibility are not counted.

It is noted that the work will be carried out in coordination with the Cruise and Ferry and IT and BPS



Department of PPA, in order to minimize disruption to the port's operations as much as possible.

## 8. GUARANTEES

The required guarantees (Participation, Good Performance and Proper Maintenance Guarantee) for this competition are in one of the following forms:

- a) Guarantee letters: these guarantees are issued at the option of the contractor by credit institutions legally operating in the Member States of the European Union or the European Economic Area, or in the states that are part of the Agreement on Public Procurement of the World Trade Organization, which was ratified by Law 2513/1997 (Government Gazette A' 139) and have, in accordance with the applicable provisions, the right to do so.
- b) Bank deposit of the relevant guarantee amount

### 8.1. PARTICIPATION GUARANTEE

Candidates, when submitting their Offers, must (a) provide a Participation Letter of Guarantee, in accordance with **ANNEX D** hereof, of a total amount of sixteen thousand euros (16.000,00 €)- (hereinafter: the Participation Guarantee Amount) or (b) provide the necessary documentation that an equal to the Participation Guarantee Amount has been deposited, transferred and was made available as guarantee for the participation of the Candidate in the Tender, in one of the following PPA's bank accounts:

BANKING INSTITUTION	ACCOUNT NUMBER (IBAN)
NATIONAL BANK	GR1501101900000019050500651
ALPHA BANK	GR7101401250125002320006462
EUROBANK	GR4902600250000440201113841
PIRAEUS BANK	GR8501721140005114032172486

The Participation Guarantee letters must have a validity period greater than or equal to six (6) months, from the date of the tender.

The Guarantee of Participation in the tender is forfeited if the tenderer withdraws his offer during its validity, provides false data or information regarding the reasons for exclusion, does not present the supporting documents in time or does not come in time for the signing of the contract.

The Participation Guarantee will be returned: (a) to the Contractor, upon delivery of the Performance Guarantee Letter by the Contractor to PPA SA and signing the contract, (b) to the Candidates within

ten (10) days after the signing date of the contract.

## **8.2. GOOD PERFORMANCE GUARANTEE**

The awarded contractor shall have to submit a Good Performance Guarantee Letter. The Good Performance Guarantee Letter will be issued by a financial institution in favor of PPA SA for an amount equal to 10% of the total amount of the contract without VAT, it must be of indefinite duration, and in accordance with Annex C hereof.

The Good Performance Guarantee Letter will be released upon contract expiration date (implementation period + warranty period).

## **8.3. PROPER MAINTENANCE GUARANTEE LETTER**

Upon the end of the warranty period and in case PPA requests to activate its option regarding the extension of Maintenance Services for an additional three (3) years period, the Contractor will have to submit a Proper Maintenance Guarantee Letter. The Proper Maintenance Guarantee Letter will be issued by a financial institution in favor of PPA SA for an amount equal to 10% of the offered warranty Services (Annex A, item 22) and will be valid for 3 years after the end of the warranty period.

## **9. ELIGIBLE TO TENDER PARTICIPATION.**

Candidates Eligible to participate in the present open tender are companies:

1. that can demonstrate an average annual turnover over the last 2 years (2021,2022) of over 1.000.000,00 €,
2. that have an experience in similar projects during the last five (5) years, related to network infrastructure projects (cabling, racks, etc.) and Network equipment installation and configuration. In order to verify that they indeed have the technical capability to carry out the assigned project, the above companies mentioned must, under penalty of exclusion, have completed or ongoing at least one project with a budget equal to or greater than €100,000.00 in the field of Electronical Equipment Works, and
3. that should have at least two (2) certified (CCNP or HCIP) network engineers in the project team.

Joint ventures, consortium, or associations are not accepted in the current tender procedure.

## **10. SUBMISSION OF OFFERS**

Offers submitted to PPA must be **in English or Greek language or officially translated to the English or Greek language**, in-person by the Candidate itself or by the Candidate's Authorized Representative in hard-copy or electronic form. In case of electronic submission, the files stored in the CD or USB media must be either in Microsoft "Word doc files" or Adobe pdf" format files for both, Technical and Financial offers.

All offers shall be submitted to PPA headquarters, at Akti Miaouli 10, Piraeus, 1st floor, office number 209 in a sealed envelope named **“CALL OF TENDER FOR THE CRUISE AND FERRY IT NETWORK UPGRADE”** and must contain:

One subfolder named **“PARTICIPATION DOCUMENTS & TECHNICAL OFFER”** containing the documents according to par.10.1

One subfolder named **“FINANCIAL OFFER”** containing the financial proposal in the form of **ANNEX A**. Hardcopy folders and subfolders shall be all sealed and electronic subfolders shall be password protected with different password for each subfolder.

All envelope/packages and CD's or USBs should be clearly marked with the indication **“PARTICIPATION DOCUMENTS & TECHNICAL OFFER”** and **“FINANCIAL OFFER”** as appropriate.

The technical offer must cover all aspects and assignments required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements will be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

Offers are valid and binding upon the candidates **for six (6) calendar months** from the submission deadline. It is at PPA S.A.'s sole discretion to consider all proposals as void and invalid and cancel the whole bidding process. No compensation will be paid to the bidders under this circumstance.

Reasons for rejecting an offer may include (but are not limited to):

- If any information provided by the participant is found to be incorrect.
- If a participant fails to verify any information provided in the proposal in response to PPA's request.
- If minimum eligibility requirements according to article 9 are not met.

#### **10.1. PARTICIPATION DOCUMENTS & TECHNICAL OFFER**

The sealed subfolder of the “Participation documents & Technical Offer” must include, on pain of rejection of the Offer, the following documents:

- i. Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including any amendments and latest Articles of Representation (Government's Gazette and/or GEMI declaration of representation etc.);
- ii. Certificate of Registration from host country's government agency/ministry (GEMI);

- iii. A participation Guarantee according to paragraph 8.1;
- iv. Business profile (i.e. company profile presentation, company organization, size & capabilities, offered products, customers, previous collaborations etc.), will be accompanied by CVs of the two (2) certified (CCNP or HCIP) network engineers in the project team;
- v. A reference list regarding previous similar projects for the last (2) two years according to article 9.2. containing the awarded amount in the requested category of work, the time and place of the projects;
- vi. Tax and social security clearance certificate;
- vii. Recent economic data proving financial adequacy according to article 9.1. (published financial statements, tax certificate etc);
- viii. Technical specification compliance tables with reply in relevant column of **ANNEX E** by reference to other attached manufacturer's technical datasheets;
- ix. Related manufacturer's datasheets in electronic media preferably in a USB memory stick;
- x. A solemn declaration from the enterprise's authorized representative stating that:
  1. It has not been declared bankrupt, entered liquidation, suspended operations, been placed under court administration, entered a composition in bankruptcy, ceased operations or entered any similar situation under any similar procedure, nor must it be part of any proceedings to be declared bankrupt or placed in compulsory liquidation or to enter a composition in bankruptcy or in any similar situation (restructuring, etc.).
  2. The administrators in the case of a limited or general partnership, private companies and limited liability companies, the Chairman and Managing Director/CEO in the case of a Société Anonyme, the natural persons exercising management functions in all other cases have not been convicted on the basis of a final judgement for:
    - a. participation in a criminal organization as defined in Article 2 of European Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime, as in force;
    - b. corruption as defined in Article 2(1) of European Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector, as in force;
    - c. fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities, as in force;
    - d. terrorist offences or offences linked to terrorist activities, as defined respectively in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism, or inciting, aiding or abetting, and attempting a crime, as defined in Article 4 thereof, as in force;
    - e. money laundering or terrorist financing as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money

laundering and terrorist financing, as in force;

- f. child labor and other forms of human trafficking as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA, as in force;
  - g. misappropriation, fraud, extortion, forgery, false testimony, bribery, fraudulent bankruptcy, in accordance with the provisions of the Hellenic Penal Code or crimes similar to their specific nature, in accordance with the provisions of any foreign legal orders.
- 3. It has discharged its obligations relating to payment of social security contributions in accordance with the applicable Greek law (in the case of Greece, or abroad but which is subject to the relevant obligation in Greece) or in accordance with the law of the country in which it is established.
- 4. has discharged its tax obligations in accordance with applicable Greek law (in the case where they have tax obligations in Greece) or in accordance with the law of the country where it is established.
- x.i.** A solemn declaration stating the following:
  - 1. the Contractor will submit to PPA, in accordance with current regulation (Presidential Decree No 305/96), a work program and methodology (including a risk assessment) as well as a health and safety plan for its workers before beginning work.
  - 2. the contractor is obliged to appoint a Safety Technician and submit to the Labor Inspectorate a list of the personnel with the specialties of the workers he will employ in the project, in accordance with the current legislation (Law 3850/2010).
  - 3. the Candidate has gained knowledge of the project
  - 4. the Candidate's participation in the process takes place at its sole risk and expense and that the participation as such does not establish any right to compensation from PPA or PPA's personnel;
  - 5. that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the candidates.
  - 6. That they are fully aware of this Call for tenders and unconditionally and unreservedly accept its terms.
- xii.** Details of the process agent appointed by the Candidate to act as a contact person for all communications.
- xiii.** Candidate's competent management body's decision to participate in the tender, submit the offer and appointing its authorized representative or a third party to specially sign and submit the offer.
- xiv.** In case of subcontracting, the Candidate must indicate the subcontractor it wishes to

outsource work to under a subcontracting agreement.

**NOTE:**

Regarding the subcontractor, if any, the subfolder of the “Technical Offer” must include a solemn declaration of its competent body that it accepts the signing of the subcontracting agreement, if and when the Candidate is chosen as a Contractor as well as items i, ii, iv, v, of Article 10.1. of this Call.

**10.2 FINANCIAL OFFER**

Participants are requested to submit a completed, signed, and sealed financial offer as shown in **ANNEX A.**

PPA SA reserves the right to request clarifications on the submitted information and the Candidates are obligated to respond to such requests within the specified timeframe.

Furthermore, any comments, objections, terms, or reservations will be considered as reservations on the terms of the competition and will lead to the rejection of the Candidate’s Offer if stated. All prices should be stated in euros excluding VAT.

**11. POSTPONEMENT OR CANCELLATION OF THE TENDER**

The competent body of PPA SA for selecting the Contractor is not bound to make the final contract award and has the right to assign or not assign it, postpone, repeat, or cancel the process of selecting the Contractor, in whole or in part, at any stage, with a justified decision, without any obligation to pay a fee or compensation to the Bidders.

If the process is postponed, repeated, or canceled, any financial offer that have already been submitted will be returned to the Candidates after a written invitation. If they do not respond within the timeframe specified by PPA SA, these offers will be destroyed.

Participation in the tender process is the responsibility of the Candidate, who is not entitled to any compensation for expenses related to their participation in the tender process and the preparation and submission of the Offer.

**12. AWARDING PROCEDURE**

The tender is completed with the issuance of the decision to select the Contractor by the competent body of PPA AE. After the award of the contract, the Contractor must:

- a) Send written acceptance of the award within three days (or via email).
- b) Submit the following documents to PPA SA within ten calendar days after receiving the award:

- i) Minutes of the Board of Directors of the Contractor or another competent decision-making body, duly signed, declaring their decision to accept the contract.
  - ii) Appointment of a Legal Representative authorized to sign the Contract and act on behalf of the Contractor during the contract's execution.
  - iii) Good Performance Guarantee as mentioned in Article 8.2.
  - iv) Certificates and documents as referred to under Article 10.1
  - v) Insurance certification per Article 13 within ten (10) calendar days of signing the contract.
- If the Contractor does not accept the award decision within 15 days from notification date or fails to provide the above-mentioned documents within the specified timeframe or any extension granted, PPA SA reserves the right to cancel the award to the Contractor, with the forfeiture of the participation guarantee.

### **13. INSURANCE**

13.1. The winning Candidate will have to submit, at its own expense, a proper insurance coverage which will be in force throughout the period of works and contract's duration, for:

**A) Third Party Liability:**

- i. 250.000,00 € against bodily injuries per person.
- ii. 500.000,00 € cumulatively, against any and all material damages per accident or sequence of accidents, by the same cause, arising out of these works to PPA, as part of the activities and duties hereby undertaken by the winning bidder, in accordance with the terms and provisions that will be in the relevant agreement between the two parties.
- iii. 1.000.000,00 € against group accident, during works execution.

**B) Employers Liability for the Contractor's personnel, as well as for any subcontractor's personnel employed during project's execution and third-party liability amounting to:**

- i. 250.000,00€ per person and group accident per incident.
- ii. 500.000,00€ upper coverage limit for employer's liability. In the relevant insurance agreement, both PPA SA and the Greek state must be co - insured.

13.2. In the relevant insurance agreement, both PPA S.A. and the Greek State must be co-insured.

13.3. The winning Candidate upon contract signature will submit a certificate of insurance and within ten days from contract signature will submit the relevant insurance policy/contract.

13.4. Insurance shall be given by a reliable insurance company with adequate financial strength, registered or represented in the European Union.

#### **14. VARIOUS OBLIGATIONS OF THE CONTRACTOR**

All necessary measures for compliance with labor and social insurance laws, as well as safety and hygiene regulations in the workplace, must be taken for the personnel they employ.

The Contractor must also take every required and suitable measure to protect the environment of the Port and dispose of or manage waste generated from the execution of the work in an environmentally sound and alternative manner.

#### **15. SUBCONTRACTING**

Subcontracting is permitted in the tender but the main contractor will retain full liability towards PPA S.A. for performance of the contract as a whole. PPA S.A. has no direct legal commitment with the subcontractor(s).

The selected Contractor may outsource a part of the project corresponding to its work, up to the worth of forty per cent (40%) of the overall value of the project, to one or more Enterprises via subcontracting agreements, a copy of which must be promptly submitted to PPA. SA. Any amendments, changes, replacements to or deadlines relating to the appointment of a subcontractor may only be done with PPA's written approval.

The Contractor will be obliged to promptly remove from the project, at any time, any subcontractors who are found by PPA to not have the technical and financial standing and the necessary experience to carry out the part of the project subcontracted to them by the Contractor.

#### **16. PAYMENT TERMS**

Payment Terms:

30% of the contractual amount upon the quantitative acceptance of the network switches and periferables (SFPs).

70% upon final acceptance for the entire supply, installation and services provided, issuance and submission of the Final Acceptance Certificate (FAC) by PPA SA.

FAC will be issued upon delivery and installation of all equipment and after 30 consecutive days of working operation.

Any delivery/shipping and insurance cost should be included in the Candidate's cost.

All prices quoted should be inclusive of any applicable withholding tax.

#### **17. GENERAL TERMS AND CONDITIONS**

1. This Tender is expressly not a Contract between PPA and the Participant, or an offer to



Contract.

2. Nothing in this tender, any Proposal, or any conduct or statement made before or after the issue of this tender is to be construed so as to create legitimate expectations or give rise to any contractual obligations, express or implied, or any obligations in equity. PPA makes no binding representations or undertakings as to how the Proposal process will be conducted.
3. PPA reserves the right to postpone, adjourn or cancel the Tender, as well as to amend the timetable of the Tender and of the Tender in general, at any time, or to repeat the Tender, at its sole discretion, without bearing any liability towards the Participants in the Tender or/ and any third parties. Participation in the Tender remains at the Participant's sole responsibility and expense. The Participant does not derive any compensation rights from this participation other than those set out in the present document. Participation itself in the Tender Procedure equals to Participant's full and unconditional acceptance of the Tender terms and conditions.
4. PPA reserves the right to make any amendment in connection with the present Tender. All amendments shall be communicated in writing to all Candidates. Possible supplementary offers meeting the requirements of these amendments shall be submitted signed by the party signing the initial Offer and shall comprise an integral part of the initial offer.
5. PPA reserves the right to enter into competitive negotiations with all successful Participants after the Evaluation process and before concluding the Contract.
6. The Contract and this Call of Tender will be governed by and construed in accordance with the Laws of Greece. Disputes, if any, arising out of the performance of the present Call and the Contract will fall within the jurisdiction of the Courts of Piraeus.
7. The Contract and all written communication between the parties will be in the English language.
8. All applicable laws, regulations and standards (Greek, European Union) should be complied with.
9. Confidentiality: The parties shall keep the terms of the Tender or/and the Contract strictly confidential and shall not disclose such terms to third parties, except it may be required by Law.
10. If a Participant is found to have made false or misleading claims or statements, PPA reserves the right to reject at any time, any Proposal submitted by or on behalf of that Participant. Participants should be aware that giving false or misleading information is a serious offence under the Criminal Code.
11. The Participants are prohibited to form alliances or exchanging information in the tender process, so as to damage the interest of PPA and also exclude the participation of other bidders.

## ANNEX A: FINANCIAL PROPOSAL SUBMISSION FORMS

Item #	Description / Category	Unit Cost (€) without VAT	Quantity	Total Cost (€) exc. VAT
1	Type 1 switch			
2	Type 2 switch			
3	Type 3 switch			
4	Type 4 switch			
5	40GE SFP, Single-mode Module (1310nm, 10 km, LC)			
6	10GE SFP, Single-mode Module (1310nm, 10 km, LC)			
7	1GE SFP, Single-mode Module (1310nm, 10 km, LC)			
8	1.25GE SFP INDUSTRIAL, Single-mode Module (1310nm, 10 km, LC)			
9	1.25GE SFP INDUSTRIAL, Multi-mode Module (850nm, 0.55 km, LC)			
10	GE SFP, Multi-mode Module (850nm, 0.55 km, LC)			
11	RACK 42U			
12	RACK 32U			
13	RACK 22U			
14	RACK 12U			
15	Rack peripherals (PDU, Cabling managers etc.)			
16	F.O cabling			
17	Ethernet Cabling			
18	Extra cabling to be offered			
19	Migration / Installation Services			
20	Configuration Services			
21	Lincences			
22	3 Years warranty Services (according to C.8.4)			
23	Other Costs			
<b>GRAND TOTAL COST (without VAT) :</b>				

## **ANNEX B: NON-DISCLOSURE AGREEMENT (NOT TRANSLATED)**

Subject: CALL OF TENDER FOR THE CRUISE AND FERRY IT NETWORK UPGRADE

I, the undersigned, .....(father's name: .....), resident of..... (address: .....), holder of Police ID card/passport no. .... issued in .... on....., Legal Representative of..... hereby solemnly declare the following:

1. In the context of my participation as Tenderer/Candidate in the tender procedure, I hereby commit and undertake to keep strictly and fully confidential any confidential information which comes to my knowledge in relation to the above Tender; to apply any measures necessary to prevent any unauthorized access to such information; and to not reproduce or disclose such information to third parties.
2. The above obligations, which are hereby assumed by the Company I represent, shall apply for a term of three (3) years.
3. In case I intentionally or negligently fail to fulfil the above commitments and obligations, I shall be liable to indemnify PPA SA for any damage that may arise from such failure.

Piraeus -... -2023

The Declarer

**\*This declaration must be accompanied by the company's latest Certificate of Representation (GEMH or equivalent) to show that the Declarant is a legal representative.**

## ANNEX C: GOOD PERFORMANCE GUARANTEE LETTER TEMPLATE

Piraeus Port Authority S.A. (PPA S.A.)  
10, Akti Miaouli  
185 38, Piraeus Greece  
Date: .....

Dear Sirs,

1. Herewith we guarantee, irrevocably and unconditionally, waiving the right to divide and to require the debtor to pay first, in favor of Piraeus Port Authority S.A. Akti Miaouli 10, 18538 Piraeus, Greece and up to the amount of euro [.....] for the good performance of the contract with [...company name....], [...company address..], concerning the tender procedure initiated on [...date..], as subsequently amended accordingly of Piraeus Port Authority S.A. Akti Miaouli 10, 18538 Piraeus, Greece, with the subject: “

**CALL FOR TENDER FOR THE CRUISE AND FERRY IT NETWORK UPGRADE**

.”, of total value euro [.....], in accordance with the number [....] purchase order of yours dated [.....].

2. The above amount of guarantee is held at your disposal which we are obliged to pay to you in whole or in part without any rejection or objection on our behalf and without considering the merits of your claim, within three (3) days upon your written notice.

3. For the purpose of identification, your written demand for payment and all other correspondence has to be presented to us in full by authenticated swift message to our swift address [.....] through the intermediary of a bank. Within the validity period of this guarantee, confirming that your original demand for payment or any other correspondence has been sent to us by registered mail or special courier and that the signatures appearing thereon are authentic and legally binding upon your company. Your written demand or other correspondence by registered mail of special courier shall be accompanied by a cover letter issued by the intermediary bank confirming that the signatures appearing on the beneficiary's attached document are authentic and legally binding upon your company. Your written demand and all other correspondence shall be issued in English language. For the avoidance of doubt, your demand for payment or any other correspondence shall be deemed to have lodged on the date on which your demand for payment or any other correspondence sent via registered mail of special courier is in our possession at our counters in [.....]

4. This letter of guarantee shall be of indefinite duration and shall remain in full force until after the fulfilment and implementation of all contractual obligations of the project and in any case shall remain in full force and effect until the earlier of: (a) the date on which all amounts available hereunder have been fully and actually drawn and paid to you; (b) upon receipt of your confirmation in writing or by authenticated SWIFT to the effect that you finally and irrevocably release us from any obligations hereunder.

Upon return, we shall be automatically released and discharged from all our liabilities under this guarantee this guarantee is returned to us from cancellation or not.

5. This guarantee is personal to you and is neither assignable nor transferable.

6. If the guarantee is forfeited, the amount of the forfeiture is subject to the applicable stamp duty.

7. This guarantee is governed by Greek law and it is subject to the exclusive jurisdiction of the courts of Piraeus, Greece.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

## ANNEX D –PARTICIPATION GUARANTEE LETTER TEMPLATE

Piraeus Port Authority S.A. (PPA S.A.)10, Akti Miaouli

185 38, Piraeus Greece

Date:.....

Dear Sirs,

1. We have been advised that:

a)[Full Name], a [Type of Entity], lawfully established under the laws of [jurisdiction], with registered offices at [Full Address of Registered Office], registration number [number of corporations' or similar register], as lawfully represented (the "Candidate") intends to submit a binding Offer (the "Offer"), in response to a document entitled **"CALL OF TENDER FOR THE CRUISE AND FERRY IT NETWORK UPGRADE."**, issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated ..... (the "Call"). Capitalized terms not defined herein shall be used as defined in the Call.

2. We have been advised that the obligations of Candidates regarding their participation in the tender process are several and accept to be bound by and to honour this letter of guarantee whether or not a call on this instrument results from the act or omission of any of the persons named at the beginning of paragraph 3 below.

3. In view of the foregoing and at the request and for the account of the Candidate, we [Full Name of Eligible Bank], acting through our [●] branch of [Full Address], hereby guarantee irrevocably and unreservedly to PPA S.A. for the full and proper observance by, and compliance of the Candidate with the terms and conditions applicable to their participation in the Process, as well as for any and all other financial and non-financial obligations of the Candidate relating to its participation in the Process, each pursuant to Call and the provisions of applicable law, up to a maximum aggregate amount of (€)

4. We shall commit the above amount and shall pay same to you in whole or in such part as you may specify in writing, without any objection or pretext, within two (2) Athens business days following receipt of your first and simple demand in writing or by authenticated SWIFT making reference to this letter of guarantee and stating that the Candidate(s) failed to comply with the tender terms.

5. We hereby expressly and irrevocably waive the benefit of division and discussion, our right to invoke any of the objections of the prime obligor, including personal and non-personal objections and, in particular, any objection provided for under Articles 852-855, 862-863, 866, 867 and 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles.

6. No approval, act or consent on the part of any of the Candidates, the applicant(s) hereof or any third party shall be required for payment of any amounts hereunder. In addition, no objection or disagreement of any of the foregoing persons or their eventual recourse to courts of any jurisdiction or arbitral tribunals seeking non-forfeiture of this letter of guarantee shall be taken into consideration.

7. Subject to paragraph 8 below, this letter of guarantee is valid for (6) months and in any case shall remain in full force and effect until the earlier of: (a) the date on which all amounts available hereunder have been fully and actually drawn and paid to you; (b) upon receipt of your confirmation in writing or by authenticated SWIFT to the effect that you finally and irrevocably release us from any obligations hereunder.

**8.** This guarantee shall be governed and construed in accordance with Greek law. The courts of Piraeus, Greece shall have exclusive jurisdiction to resolve any disputes associated with this instrument.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

## **ANNEX E – TECHNICAL SPECIFICATIONS/ REQUIREMENTS**

(Provided after NDA submission)

## **ANNEX F – DRAWINGS**

(Provided after NDA submission)