

TENDER FOR THE REPAIR OF EIGHT (8) RMG TROLLEYS



Piraeus, Greece

November 2023

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
1.1	Scope of tender.....	3
1.2	Introduction.....	3
2.	DEADLINE FOR SUBMISSION OF TENDERS – CLARIFICATIONS	3
3.	TENDER PROCEDURE	4
4.	AWARD CRITERION	5
5.	ELIGIBILITY OF PARTICIPATION - SUBMISSION OF THE OFFER ENVELOPE.....	5
6.	PROOF FROM TENDER PARTICIPATION	5
7.	PROJECT EXECUTION DEADLINE.....	6
8.	LETTER OF GUARANTEE	6
8.1.	Participation Guarantee.....	7
8.2.	Good Performance Guarantee.....	7
9.	ELIGIBLE TO TENDER PARTICIPATION	8
10.	SUBMISSION OF OFFERS.....	8
	10.1 Participation documents	9
	10.2 Financial offer.....	14
11.	POSTPONEMENT OR CANCELLATION OF THE COMPETITION	14
12.	AWARDING PROCEDURE	14
13.	INSURANCE.....	15
14.	VARIOUS OBLIGATIONS OF THE CONTRACTOR	16
15.	SUBCONTRACTING	16
16.	PAYMENT TERMS	16
	GENERAL TERMS AND CONDITIONS	17

1. INTRODUCTION

1.1 Scope of tender

The Container Terminal at Pier I of Piraeus Port Authority S.A (PPA S.A.) is situated in the Neo Ikonio region of Piraeus, Greece and has been in operation since 2010. The terminal itself is equipped with five (5) Super Post Panamax Ship to Shore quay cranes, three (3) Panamax Ship to Shore (STS) quay cranes, eight (8) Rail Mounted Gantry (RMG) cranes and other auxiliary container loading/unloading and transformational equipment.

The scope of this tender is the repair of eight (8) RMG Trolleys through supply of materials and parts including removal of damaged or malfunctioning parts and installation of new ones in order for the cranes to obtain a reliable working condition in accordance with the relevant manufacturer's specifications, guidelines etc. List of services to be provided by the eligible contractor under this tender document is listed below in paragraph 9.

1.2 Introduction

In 2021, PPA S.A. assigned a contract for technical studies on the eight (8) RMG Cranes consisting of structural calculations in accordance with FEM 1.001 using the existing as-built drawings and part lists (The calculations were performed by Finite Element Analysis (FEA) using rod/beam model and components with critical points obtained from the rod/beam model which were analyzed in detail by FEA using shell and solid model).

The specific studies evaluated the following mechanical factors:

- Proof of stress against yield stress,
- Proof of fatigue,
- Proof of stability against overturning,
- Proof of connection details.

With the above results, a list of reinforcement and renovation works was created accompanied with written procedures and detailed mechanical drawings for the rectification of the specific items.

Taking the above into consideration and through this tender procedure, PPA S.A. requests from experienced and reputable companies to submit an offer for the repair of eight (8) RMG Trolleys in order to return the cranes to a good working.

2. DEADLINE FOR SUBMISSION OF TENDERS – CLARIFICATIONS

The time limit for the submission of offers is until **Monday, 27th of November 2023** until 14:00 Greek time (GMT +2). If for any reason the submission of bids is not held on the aforementioned date or, if it is held but no bid 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 a second time.

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

After the expiry of the above time limit, no other communication or request for clarification 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 bid binds the participant in the competition for a period of six (6) months from the date of submission of the bids.

3. TENDER PROCEDURE

The competition will be held in one stage.

Upon candidates written request (by email) within 10 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 Appendix B, the tender documents will be provided in electronic format via email. Interested candidates will receive the following analytical technical information:

- i. RMG Trolley repair process procedures, including drawings and BOM.
- ii. Trolley transverse arm replacement process procedures including drawings and BOM.
- iii. The mechanical as built drawings of the entire crane (including parts and sub-assembly) in pdf format.
- iv. Bill of material for each parts and sub-assembly of the crane.

IMPORTANT NOTE: CAD models for the newly parts are available in Solidworks and STEP format.

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

After the cancellation of the competition 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 participants who meet the minimum requirements of articles 10 and 11 and have submitted a valid Participation Guarantee Letter.

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 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 competitors.

The financial offer of the competitors 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 Competitor may submit only one economic 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 Competitor throughout the validity of the Offer.

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

The Offer Budget must be fully completed, typewritten, signed by the legal representative of the Bidder, and should not contain corrections (erasures, deletions, etc.) under penalty of exclusion.

In case of errors (addition, division, multiplication) in the Economic Offer, the Competition Committee corrects the above numerical operations and uses the corrected Offer of the Bidder for the evaluation of the Offers.

4. AWARD CRITERION

The criterion for awarding the contract is the lowest price. Competitors must fully meet the technical criteria of the project and have the experience for the efficient delivery of the project within the specified timelines.

5. ELIGIBILITY OF PARTICIPATION - SUBMISSION OF THE OFFER ENVELOPE

Upon reception of the offers of the bidders and the competent Tender Evaluation Team will examine the eligibility documents, unseal the financial offers of those who are eligible to participate, and submit a report to the competent body of PPA S.A. regarding the result of the competition process. It is clarified that this competition is not a public tender, and the process of verifying and evaluating the offers of the Competitors is an internal procedure of PPA S.A. and will be conducted without the participation or presence of the Competitors, 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 competition, 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

6.1. Submitting an offer in the competition serves as evidence that the participant has obtained complete knowledge of this present document and other contractual documents, is fully aware of the execution conditions of the Project, and unreservedly accepts all the terms herein. Specifically,

the Candidates must acquire full knowledge of all the execution conditions of the Project, including those specified in this article, and, therefore, the submission of an offer in the Competition will serve as evidence that the Participant:

- a) Has examined all the general and local conditions of the project.
- b) Has also studied the drawings and repairs procedures of the project study, as well as the other elements of the contract included in the Competition envelope, which, together with the Announcement, form the basis of their offer.

6.2. The possible omission by the Contractor to be fully informed of all the above issues and terms will be solely their responsibility, and it does not relieve them from the obligation to fully comply with their contractual obligations under any circumstances.

6.3. In view of the above, the Candidates, by submitting their offers, fully and unconditionally guarantee the accuracy of the project budget they submit with their offer. They commit that with the Contract to be signed, the Contractor will explicitly waive any readjustment of the remuneration for any reason. Furthermore, the Candidates unequivocally accept that if they are selected as Contractors, they will undertake the execution of all the work and the overall implementation of the Project in full compliance with all the terms, plans, studies, etc., as well as with the Project's implementation schedule specified in this Announcement.

7. PROJECT EXECUTION DEADLINE

The Contractor will be established on site and work will begin only after the contract is signed and all the components like clamps, pads, etc., are received. It is the responsibility of the Contractor to inform PPA about the date of arrival of these components. The duration of the work for each RMG is set at 7 calendar days from the date of commencement of the work. An extension of the above deadline is allowed only with the consent of Container terminal department 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 relevant Department (Container Terminal) of PPA to minimize disruption to the port's operations as much as possible. A detailed schedule of works is also mandatory for the bidder to submit in order to be eligible to participate to the tender.

8. LETTER OF GUARANTEE

The required guarantees (Participation and Performance) for this competition can be in one of the following forms:

Letter of Guarantees according to the templates in Appendices C and D.

Bank Deposit in one of the following bank accounts of PPA as a guarantee for the corresponding amount.

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

The letter of guarantee should be addressed to the PPA SA, and in the case of a competing Consortium or Union, they must be joint in favor of all its members.

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.

8.1. Participation Guarantee

For valid participation in the competition, the contestants must submit letters of guarantee of participation, amounting to the amount of **6,000 Euros**. The letters of guarantee must state the name of the tendering legal entity (company) or the title of the Consortium, the title of the project for which the guarantee is given, a clear waiver by the guarantor of the objection of encumbrance up to the above amount and an unconditional promise to pay the amount of the guarantee, without any objection or objection, within five (5) working days at the most from the relevant notification. The guarantee letters of participation 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 Letter will be returned: (a) to the Contractor by presenting the Performance Guarantee Letter and signing the contract, (b) to the Candidates within ten (10) days after the signing of the contract.

8.2. Good Performance Guarantee

The awarded contractor shall have to submit a Performance Guarantee. The performance guarantee 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 valid until two (2) months after the issuance of the acceptance protocol, and the issuance of the completion certificate for the work will be carried out by the relevant

Engineering Department.

In the case of a consortium contractor, the performance guarantees are always joint in favor of all its members.

9. ELIGIBLE TO TENDER PARTICIPATION

Eligible to participate to the present open tender are:

1. All legal entities duly registered in the General Commercial Register of Enterprises (GEMI) or equivalent, and having business activity such as sheet metal welding workshops, manufacturers of machinery, or equipment's that hold the required valid relevant to the scope of the repairs operating license are eligible to participate in the tender.
2. Legal entities that can demonstrate documented experience as contractor or subcontractor or as member of joint venture/ consortium or other in the past (with minimum of 50% participation), in works of similar nature (in container cranes and components for the past 5 years.)
3. All legal entities that hold a Certification for at least one (1) certified International Welding Engineer (IWE).
4. All legal entities that are ISO certified in compliance with ISO 9001:2015 and ISO 14001. Certification should be related to either construction-manufacturing and or mechanical design and studies equipment / machinery and must be valid and in force.

10. SUBMISSION OF OFFERS

Offers submitted to PPA shall be **in English or Greek language or officially translated to the English or Greek language**, in-person by the Candidate himself or by the Candidate's Authorized Representative in hard-copy form. All offers shall be submitted to PPA headquarters at Akti Miaouli 10, Piraeus, 1st floor, office number 209. Candidates must submit their offer as a folder named **"OFFER"** containing the following:

One subfolder named **"PARTICIPATION DOCUMENTS"**, containing the documents according to par.9.1.

One subfolder named **"FINANCIAL OFFER"** containing the financial according to annex A Hardcopy folder shall be all sealed.

Offers are valid and binding upon the candidates **for three calendar (3) months** from the submission deadline. Any offer which sets forth a term of validity less than the above mentioned shall be rejected. Participants may be requested to extend the validity of their proposals by a **further two (2) months**. 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 requirements according to article 9 are not met.

10.1 Participation documents

- 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.)
- Certificate of Registration from host country's government agency/ministry (GEMI)
- A participation Guarantee according to paragraph 8.2
- A solemn declaration from the enterprise's competent representative in accordance with Article 4.3 of this call. stating that:
 1. It must not have 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 must not have been convicted on the basis of a final judgement for:
 - a. participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime, as in force;
 - b. corruption as defined in Article 2(1) of 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 labour 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 must have 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. It must have 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.

- A presentation of the enterprise (staff, facilities, equipment) showing it is able to implement the project assigned effectively and in time. More specifically the team must have at least one (1) certified International Welding Engineer (IWE) who will be responsible to develop WPS, for welder certification, to inspect that the preparation of parts prior to welding are in accordance with drawings etc. Evidence will consist in CVs of the person/team responsible to deliver the service.
- A repair and construction schedule corresponding to the scope of work as briefly described in Table 9.1.
- List of relevant services which have been carried out as contractor or subcontractor or as member of joint venture/ consortium or other (repair container cranes exclusively) provided in the past five years, with the sums, dates and clients, public or private, accompanied by statements issued by the owner.
- Welder and procedure certifications for his personnel according to the repair procedures upon his offer.
- Copy of the quality assurance certificate, ISO 9001:2015 quality management systems certificate, ISO 14001:2015 environmental management systems certificate, and others if they have them
- A solemn declaration stating the following:
 - a. the Contractor will submit to PPA, in accordance with current regulation (ΠΔ 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.
 - b. 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 (N.3850/2010).

- c. stating that the Candidate gain knowledge of the project
 - d. stating that the Candidates acknowledge that fees will be applied in the case that each RMG is delivered late.
 - e. acknowledging that its 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;
 - f. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the candidates.
- Tax and social security clearance certificate

The proposed services to be provided are listed in table 9.1:

N°	Description	Unit	Quantity
1	Construction of new and replacement of thirty-two (32) Trolley Transverse Arm according to the attached repair procedure "RMG_ARM_REPL_PROC_PROCED_REPORT_V5F" and drawings (including the replacement of silent block and alignment of the transverse arms).	pcs	32
2	Construction and installation of reinforcing plates around the Trolley wheels of the RMG according to the attached procedure "RMG_TROLLEY_REPAIR_PROCESS_PROCEDURES_REPORT_V3F" and drawings.	pcs	8
3	Replacement with new, four (4) gear reducers of the Trolley, including the shafts and wheels. It will concern only for the first RMG. (There are four (4) gear reducers per RMG).	pcs	4
4	For the rest of the RMG, twenty-eight (28) gear reducers should be disassembled and given a general refurbishment (new bushing, new sealings, oil, etc.).	pcs	28
5	Twenty-eight (28) refurbished gear reducers will be installed and aligned on the trolley.	pcs	28
6	Disassembly of shaft and wheel from the old Trolley gear reducer and inspection.	pcs	32
7	Replacement of the old Trolley rail pad and installation of new	meters	1.040
8.1	Replacement of all cover rail clamps (including bolts and nuts)	pcs	4.096
8.2	Replacement of the base of rail clamps if needed.	pcs	-
9	Refilling by welding and grinding on the rolling surface of trolley rail were existed wear.	meters	-

10	Construction and installation of securing plate of Trolley (Pi "Π" shape).	pcs	32
11	Measurement and alignment of Trolley rails & wheels in accordance with the applicable standard FEM 1.001.	pcs	8

Table 10.1 List of services to be provided by the contractor

REMARKS:
For item N°1: silent block for the Transverse Arm will be supplied and installed by the winning bidder (SILENBLOCK "ANGST+PFISTER" PHOENIX-MEGI HL, Type 735083, size 80x50x100mm).
Bidder to consider in his offer that the replacement of the base of rail clamps should occur only when excessive rust is observed in the steel base. (Table 6.1 line 8.2).
The winning bidder must allow access to PPA supervision members to his facilities for reasons of supervision, inspection of specific works upon request.
For item N°6 the inspection consists of measurement, with adequate and calibrated measurement instruments, the diameter $\Phi 100h6$ of the shaft and the internal diameter of the bushing $\Phi 100H7$ of the gear reducer. The bidder should give an offer for the repair (by welding or laser cladding) of shaft diameter and an offer for a new bushing for the gear reducer. If there is a problem with the gear reducers after inspection, the winning bidder will submit an additional offer to PPA. PPA may allocate these additional tasks to the winning bidder.
Paint of the new parts and touch up were needed should be performed according to the attached repair procedures. Paint, thinners and hardeners will be procured by the winning bidder. Paint (Primer, intermediate and top coat) should be PPG, HEMPEL or JOTUN.
Bolts and nuts for fixing: external and internal reinforcement half ring of Trolley boogies and for the Transverse Arm will be supply by the winning bidder. The bolts and nuts should be hot deep galvanized (HDP).
For item N°7 & N°8 rail pads and rails clamps should be supply from the winner bidder. For their reference see attached Bill Of Material.
PPA will assign to a Third-Party Inspection company the inspections of the repair procedures. The cost of the Third-Party Inspection company will be fully borned by PPA. The scope of work for the Third-Party Inspection company is as follow:
<ul style="list-style-type: none"> • Review of: <ul style="list-style-type: none"> * Contractor Welding Procedure Specifications. * Contractor Procedure Qualification Records. * Contractor Welders' certificates. * Contractor Filler material certificates. * Raw materials certificates.

<ul style="list-style-type: none"> • Third Party company will assign NDT activities (Magnetic & Ultrasonic Test) to an accredited laboratory.
<ul style="list-style-type: none"> • Spot witness to the premises of the contractor during the construction and during the works on the RMG's.
<ul style="list-style-type: none"> • Witness of all NDT activities performed by accredited laboratory. • Review of NDT reports from the laboratory concerning welding quality. • Visual inspection of welds repairs. • Witness during the alignment of Trolley rails and wheels. • Contractor Filler material certificates. Witness during the alignment
<ul style="list-style-type: none"> • Witness the load test in accordance with FEM Standard Booklet 8 for each RMG.
<ul style="list-style-type: none"> • Issue a final report.
<p>The alignment of Trolley wheels will be performed in accordance with FEM Standards. Trolley rails will be alignment in accordance with Paragraph 8.2.2.4 of FEM booklet 8 Standard.</p>
<p>Upon completion of works, winning bidder should perform a load test (static & dynamic) according to Hellenic Gazette ΦΕΚ 1186 Β with the witness of Third-Party Inspection company. The loads will be supply by PPA, and the cost of the Third-Party Inspection company will be fully borned by PPA.</p>
<p>All auxiliary equipment such as power supplies, working access, lighting, etc., shall be provided by PPA (tools to execute the works and NDT not included).</p>
<p>Attached documents:</p> <p>File Transverse Arm containing BOM, Manufacturing drawings, Repair procedures.</p> <p>File Trolley Bogies containing BOM, Manufacturing drawings, Repair procedures.</p> <p>12834-5603F1R0 Bearing Support</p> <p>Trolley Gear reducer bushing drawing</p> <p>As built drawings of the RMG with their B.O.M</p>

Table 10.2 List of remarks for the provided services

Third-Party Inspection Company and approval procedure

Upon assignment of the works to the winning bidder, PPA S.A. shall also assign the supervision and approval process to a certified Third-Party inspection and certification company.

The winning bidder will provide all relevant access and details to the certified Third-Party inspection and certification company in order to receive the relative approval for the said works.

In case the certified Third-Party inspection and certification company provides remarks or requests further information, the winning bidder of this tender will comply with and provide the requested information in due time without any extra cost or charge.

10.2 Financial offer

Financial Proposal Envelope should contain:

A completed, signed, and sealed Economic Proposal form. The Committee reserves the right to request clarifications on the submitted information and the bidders 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 Bidder's Proposal if stated. Participants are requested to submit a financial offer as shown in Annex A. All prices should be stated in euros excluding VAT.

11. POSTPONEMENT OR CANCELLATION OF THE COMPETITION

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 Economic Proposals that have already been submitted will be returned to the Bidders after a written invitation. If they do not respond within the timeframe specified by the Committee, these proposals will be destroyed.

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

12. AWARDING PROCEDURE

The competition is completed with the issuance of the decision to select the Contractor (Article 6, paragraph b) 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 PPAAE 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 this document.

iv) Certificates and documents as referred to under Article 11.1.G.

v) Insurance certification per Article 14.2 and the Surety Contract within ten calendar days of signing the contract.

vi) The documents referred to under Article 16.4 of the Special Terms and Conditions for the Work within ten calendar days of signing the contract.

If the Contractor does not accept the award decision within 15 days 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

The winning bidder 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, upper contract limit 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.

Note:

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

14. VARIOUS OBLIGATIONS OF THE CONTRACTOR

All necessary measures for compliance with labor 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 defined as the situation where a contract has been or is to be established between the Contracting Authority and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the work.

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.

Where the tenderer relies on the capacities of other entities with regard to criteria relating to economic and financial capacity, PPA S.A. may require that the economic operator and those entities should be jointly liable for the performance of the contract.

16. PAYMENT TERMS

Payment per unit upon the completion of repairs of the specific unit. After the completion of the work for each one RMG according to schedule of works, the relevant acceptance protocol will be signed by the Competent Committee, and the issuance of the completion certificate for the work will be carried out by the relevant Engineering Department.

Documentation needed: Invoice (to be issued after third party approval), PPA certificate of acceptance, final approval from the certified Third-Party inspection company assigned by PPA.

Penalties

If the Contractor fails to complete the repair in time for each RMG, then he is liable to pay for the specific RMG relevant delay compensation amounting **1.500,00 euros per day** of delay subjected to maximum **10 % of total contract value of all repairs**.

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 Bidders. 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 will be governed by and construed in accordance with the Laws of Greece. Disputes, if any, arising out of the performance of 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 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

_____ [Date]

To:

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [] in accordance with your Call of Tender entitled

“TENDER FOR THE REPAIR OF EIGHT (8) RMG TROLLEYS”.

(_____) [Date] and our Offer. Our attached Financial Proposal is for the sum of
Euros (_____)

[Amount in words and figures] and is our full and final offer that does not include VAT.

Item #	Unit price (€) (including VAT)	QTY	Total Price (€) (including VAT)
Repair of eight (8) RMG Trolleys		8	

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for four (4) months after the expiry of submission date of the offers, plus two (2) months if PPA SA requests so according to the Tender terms.

We understand you are not bound to accept our Proposal and we are not entitled to any compensation in case of non-acceptance or withdrawal of our proposal.

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

ANNEX B: NON-DISCLOSURE AGREEMENT (NOT TRANSLATED)

Subject: Repetitive Tender for the award of repair services of eight (8) RMG Trolleys

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 unauthorised access to such information; and to not reproduce or disclose such information to third parties.
3. The above obligations, which are hereby assumed by the Company I represent, shall apply for a term of three (3) years.
4. 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**
..... **OF PPA S.A."**, 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 **"TENDER FOR THE REPAIR OF EIGHT (8) RMG TROLLEYS."**, 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 honor 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]