

***CALL OF TENDER FOR
THE SUPPLY, INSTALLATION, COMMISSIONING AND TESTING
OF ONE (1) 120 TONS ROUGH TERRAIN MOBILE CRANE
FOR RORO TERMINAL USE***



**Piraeus, Greece
AUGUST 2024**

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1. DEFINITIONS

For the purposes of understanding the terms of this Call, definitions of the following terms are given herein below:

- a) **"Assigning Company"** or **"the Company"** or **"PPA S.A."**: the societe anonyme under the corporate name "Piraeus Port Authority S.A."
- b) **"Concession Agreement"** means the 24.6.2016 amendment and codification into a single text of the Concession Agreement of 13.2.2002 between the Hellenic Republic and Piraeus Port Authority S.A., which was ratified by Law 4404/2016 as in force.
- c) **"Authorized Representative"**: a legal representative of the Candidate (according to the Candidates statutes/bylaws) thereof or a specifically authorised representative (by a decision issued by the Candidate's competent body), as the case may be, who has the power to bind the Candidate and also has the authority to sign and submit the Candidate's Offer;
- d) **"Solemn Declaration"**: refers to the Solemn Declaration as per Law 1599/1986 or in the case of a foreign candidate a text of analogous form of evidence, in accordance with the provisions of the country of provenance thereof signed by the Authorized Representative. In all cases where there is a reference to the term "Solemn Declaration", it is intended that such is effected by certification of the original signature of the signatory.
- e) **"Tender"** or **"Call"**: the said document;
- f) **"Candidate"**: The Legal Entities, Companies participating in the Tender by submitting an Offer for the supply of equipment and services that are subject matter of this Call for Tender.
- g) **"Interested party"** means Legal Entities, Companies which intend to take part in the tender procedure by submitting an offer.
- h) **"Contractor"** or **"Supplier"**: the candidate to whom the procurement contract will be awarded, by virtue of the contract to be drafted and signed"
- i) **"Eligible Bank"**: means a credit or financial institution or insurance company within meaning of Article 14(1)(b) or (c) of Law 4364/2016 operating lawfully in an EU, EEA or OECD or Financial Action Task Force (FATF) country, which in accordance with the applicable provisions have such a right, or in a country with a credit rating for long-term investments of at least A- (or equivalent) or higher from at least any two of the rating's agencies Moody's, Standard & Poor's or Fitch. Also ETAA - TSMEDE Fund is considered as acceptable Institution.
- j) **"Tender Evaluation Team"** or **"Committee"** means the PPA Tender Evaluation Committee which consists of senior company executives and will be established by PPA's competent management bodies' decision.
- k) **"Third Party Inspection Company"** means the accredited Third Party Inspection Company who will undertake the task of supervision of the entire project according to the present Call and its Annexes.

2. GENERAL

The Port of Piraeus (Port of Piraeus) is the largest port in Greece, spanning a coastline length of more than twenty-four kilometres and expanding over an aggregate area exceeding five million square meters.

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).

3. CONTRACTING AUTHORITY

The Contracting Authority is PPA SA. PPA is the legal entity entrusted with the administration and operation of the Port of Piraeus. It was established as a legal entity of public law by virtue of Law 4748/1930, which was restated by Compulsory Law 1559/1950 and ratified by Law 1630/1951, each as subsequently amended and supplemented.

In 1999 PPA was transformed into a stock corporation (société anonyme).

In April 2016, following an open public tender process, the Hellenic Republic Asset Development Fund (HRADF), under its capacity as the major shareholder of PPA, and COSCO HK Ltd entered into a Shares Purchase Agreement (hereinafter: SPA) for the acquisition of the majority participation in the share capital of PPA.

In August 2016, PPA ceased to be a state-owned company and since that day it is a private-owned company, due to the concession agreement between Greek State and PPA ratified by Law 4404/2016.

4. SCOPE OF TENDER

The scope of the tender is the Supply, Installation, Commissioning and Testing of one (1) 120 Tons Rough Terrain Rough terrain mobile crane, in accordance with the technical specification herein at Piraeus Port Authority S.A with a **DDP** delivery terms. The Supplier shall deliver the 120-ton rough terrain mobile within **thirty (30) calendar weeks** from the date of contract signing. The rough terrain mobile crane shall be delivered to and **"ready to operate"** at the RoRo Terminal of P.P.A. S.A which means that the rough terrain mobile crane shall be fully functional and capable of being used for its intended purpose, including but not limited to:

- i. Completion of all customs clearance procedures.
- ii. Full assembly and installation at the specified location.
- iii. Completion of all necessary testing to verify operational readiness.
- iv. Completion of registration and Plates Issuing (ME)

The rough terrain mobile crane shall not be considered delivered until it is verified by PPA SA to be **"ready to operate"** as defined above.

Note that for the successful completion of the procurement, the scope of the tender also includes and the selected Candidate shall undertake at no extra cost for PPA SA, the following:

- i. The insurance during transportation of the said rough terrain mobile crane including it's delivery at final destination agreed at PPA SA premises.
- ii. the supply, installation, assembly, commissioning and testing of the Rough terrain mobile crane at the RoRo Terminal of PPA S.A.
- iii. The technical and operational training at PPA premises for the delivered Rough terrain mobile crane.
- iv. The supply of spare parts and special tools requested within this Call.
- v. The homologation process including all relevant procedures of obtaining the certification for the rough terrain mobile crane in Greece according to the applicable and latest Greek and EU legislation, as in force, by carrying out at the supplier's cost all necessary actions with the competent Greek authorities where required and proceeding with any necessary act for this purpose.
- vi. Any additional costs required to ensure the rough terrain mobile crane is ready to operate.

5. LEGAL & REGULATORY FRAME

The tender procedure shall be conducted in accordance with:

- i. Law 4404/2016 (Government Gazette 126/A/8.7.2016) and the Concession Agreement on use and exploitation of certain areas and assets within the Port of Piraeus of 24 June 2016 ratified by Article 1 of that Law, together with its annexes, which agreement was entered into between the Hellenic Republic and PPA, under which the Hellenic Republic granted PPA the exclusive right to hold, use, manage,

- maintain, improve and exploit the assets conceded to it, in accordance with the terms of the agreement.
- ii. The EU General Data Protection Regulation in force (EU 2016/679) and Greek Law 4624/2019.
 - iii. All relevant applicable Greek legislation in general.
 - iv. The applicable PPA Contracts and Sub concessions Regulations.
 - v. The provisions, terms and conditions outlined within the present Call.

In addition to the above, the Tender Documents and other information on the basis of which the tender procedure is carried out and the Contractor for the rough terrain mobile crane is selected, consist of the documents cited below. Where there are discrepancies between the content of their terms, the order of precedence of those documents is as stated below:

- I. PPA's Contracts and Sub-concessions regulations.
- II. The present Call.
- III. The candidate's participation documents and technical offer.
- IV. The candidate's Financial offer.

6. TENDER PROCEDURE

6.1 General procedure

Since PPA is a private-owned company and due to the immense importance of the procurement (both for PPA and the Hellenic Republic and consequently for the public interest) no objections in relation to the content of this bid invitation (if submitted) will be examined by PPA.

The tender will be held in one stage. In case less than three Candidates' offers fulfil tender criteria in order for their financial proposals to be unsealed, then PPA reserves the right to cancel the procedure by declaring it as non-successful, unless otherwise stated in the tender documents and/or the Regulation.

6.2 Language of the Procedure

The official languages of the procedure are Greek and English and all information and all documents from the Candidate shall be drawn up either in Greek or in English, or accompanied by a lawful Greek or English translation.

Moreover, all written and oral arrangements between the tenderers, Tender Committee and PPA shall also be in either Greek or English.

6.3 Suspension – Cancellation of Tender Procedure

PPA is not obliged to finally award the contract and is entitled to assign it or not, to postpone, repeat or cancel the procedure for choosing a Contractor in whole or in part at any stage, without any obligation to pay a fee or remuneration to Candidates.

Where the procedure is postponed, repeated or cancelled, offers which have already been submitted may be returned to the Candidates unless otherwise stated.

Candidates participate in the tender procedure at their own responsibility and are not entitled to any compensation for expenditure relating to participation in the tender procedure, and for preparing and submitting the tender.

6.4 Presumption resulting from the participation in the procedure

- i. Submission of an offer in the tender procedure will constitute a presumption that each Candidate accepts the terms of this Call for Tender, has been apprised of the tender documents and information and is fully aware

of the implementation conditions. In particular, the Candidates are obliged to fully apprise themselves of all project implementation conditions including all those specified in this Call and consequently submission of an offer in the tender procedure shall be a presumption that the Candidate/s:

- a. Have checked, are aware of and accept all technical conditions for the offered rough terrain mobile crane.
 - b. Will be fully responsible for the design, manufacturing and supply of the rough terrain mobile crane according to the provisions and terms of the Standards as described herein.
 - c. Will fully comply with all written remarks and suggestions from PPA.
- ii. In case any assembly is carried out at PPA premises, the full responsibility of the proper assembly preconditions and requirements are at the Contractor's sole responsibility, liability and cost.
- iii. Any failure by the Candidate to take into consideration all the above issues and requirements using all information possible, is at its own exclusive responsibility and shall not release the Candidate from liability neither from its obligation to comply in full with its contractual obligations if selected for the Award of Tender.
- iv. In light of the above, the Candidates must fully and unreservedly guarantee the accuracy of the procurement and, if chosen, they will unreservedly undertake to delivering the rough terrain mobile crane ready to operate, ensuring full compliance with all terms, specifications, and the delivery schedule.
- v. Candidates are not entitled to any remuneration for expenses incurred relating to the compilation/submission of information mentioned herein, such as tender dossiers, etc.
- vi. 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. 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.

7. SUBMISSION OF OFFERS - OFFER DOCUMENTATION

7.1 Submission of Offers

Interested candidates are invited to submit their offer, no later than **Tuesday, 03rd of September 2024, Greece local time 15:00**

Offers should be 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. Offers shall be submitted to PPA headquarters at the below address:

*Piraeus Port Authority S.A.
Procurement Department
10, Akti Miaouli
185 38, Piraeus, Greece
Office number 209, first floor.*

Alternatively, the offers may also be sent to PPA Procurement Department's Protocol by registered post upon proof of receipt (from PPA SA) dated no later than **Tuesday, 03rd of September 2024, Greece local time 15:00**.

Offers submitted after the above date and time are overdue and shall be returned without being unsealed.

7.2 Offer Documentation

Candidates must submit their offer as a folder named **"OFFER FOR THE SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF ONE (1) 120 TONS ROUGH TERRAIN MOBILE ROUGH TERRAIN MOBILE CRANE FOR RORO TERMINAL USE"** containing three (3) sealed sub-folders as follows:

One (sub)folder named “**PARTICIPATION FOLDER AND SUPPORTING DOCUMENTS**”, containing the documents according to **Article. 12.**

One (sub)folder named “**TECHNICAL OFFER**”, containing the documents according to **Article. 13.**

One (sub)folder named “**FINANCIAL OFFER**” containing the documents according to **Article. 14.**

which should be incorporated and submitted all together in one (1) sealed folder of offer with the clear wording ‘ORIGINAL’ written on the front envelope or binder for reasons of evaluation.

Apart from the hard copy of the documentation, candidates are also requested an electronic copy, in.pdf format, will be submitted. Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.

All pages of the original folder to be clearly and consecutively numbered (i.e. 1 – 200) and the electronic version to be scanned with the same numbering.

7.3 Validity of offers

Offers are valid and binding upon the candidates for six calendar (6) months from the offer’s submission deadline. Any offer which sets forth a term of validity less than the above mentioned shall be rejected. Candidates 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.

i. True and Correct statements

Each candidate understands that the information contained in its offer will be relied upon by PPA in making its decision with respect to the award of the contract and such information is expressly warranted by the candidate to be true and correct. Furthermore, each candidate will furnish such supporting and confirming information, prior to the award of the contract, as may be reasonably requested by PPA.

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

- If any information provided by the Candidate/s is found to be incorrect.
- If a Candidate fails to verify any information provided in the proposal in response to PPA’s request.
- If the ‘ON / OFF’ criteria requirements are not met.
- If adherence to the Tender terms is not followed.
- If the same Candidate submits more than one (1) offer.

Important Notes:

1. PPA reserves the right to request clarifications about information submitted and to supplement it and Candidates are obliged to respond to that request within the deadline specified by the Committee.
2. PPA reserves the right to carry out checks, if they so wish, to verify the correctness and truth of the information which is submitted and to request the assistance of all competent in that regard authorities.
3. PPA, at its absolute discretion, reserves the right to postpone, cancel or repeat the procedure at any stage. The tender offer documentation which have already been submitted will be returned to the Candidates upon request. If Candidates do not come forward within the deadline specified by the Committee, the tenders will be destroyed.
4. Comments, conditions, terms or reservations which are entered shall be treated as reservations to the terms of this tender procedure and shall result in the tenderer who entered them being disqualified. Each Candidate understands that the information contained in its offer will be relied upon by PPA in making its decision with respect to the award of the contract and such information is expressly warranted by the Candidate to be true and correct. Furthermore, each Candidate will furnish such supporting and confirming information, prior to the award of the contract, as may be reasonably requested by PPA.

8. TIME LIMITS FOR RECEIVING TENDER DOCUMENTATION – PROVISION OF CLARIFICATIONS

Interested candidates may receive additional information or clarifications in relation to the present Tender, by submitting questions up to **three working (3) days (included)** prior to the expiry of the time limit for the submission of offers in writing to PPA Procurement Department by e-mail to roromobilecrantetender@olp.gr;

After the lapse 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 prior to the expiry of the time limit for the submission of offers.

Interested candidates are invited to submit their offer, no later than Tuesday, 03rd of September 2024, Greece local time 15:00.

Candidates are not allowed to refer to verbal responses or clarifications by PPA S.A.

9. ELIGIBILITY OF PARTICIPATION - PREQUALIFICATION CRITERIA

9.1 Eligible parties for the tender procedure

Under the conditions set in the present **article 9**, are eligible to participate in the tender procedure only individual contracting enterprises which are entered in the General Electronic commercial Register of companies (GEMI) or in a register of the country in which the company is established. Joint ventures, consortiums, or partnerships/union of companies will not be considered as eligible to participate.

9.2 Professional prequalification criteria (ON/ OFF criteria)

Each Candidate that participates in the tender procedure on its own is obliged, upon penalty of disqualification, to have the following professional qualifications:

1. The Candidate is not bankrupt, in liquidation, is not in compulsory receivership, or bankruptcy compromise, the Contractor's operations have not been suspended or it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.). A General solvency certificate in force is required for Greek candidates.
2. The managing partners in the case of a limited or general partnership or limited liability Company, and the Chairman and Managing Director in the case of a Société Anonyme or 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 criminal organizations within the meaning of Article 2(1) of Council Framework Decision 2008/841/JHA
 - b. bribery within the meaning of Article 3 of Council Act of 26 May 1997 and Council Framework Decision 2003/568/JHA.
 - c. fraud within the meaning of the Directive (EU) 2017/1371
 - d. money laundering within the meaning of repealed by the Directive (EU) 2015/849
 - e. Embezzlement, Fraud, Extortion, Forgery, Perjury, Bribery according to the Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.
3. They must have fulfilled obligations relating to the payment of social security contributions in accordance with applicable Greek law (in the case of a Greek or foreigner Candidate engaged in activity in Greece) or in accordance with the law of the country of establishment.

4. They must have fulfilled tax obligations in accordance with applicable Greek law (in the case of a Greek or foreigner Candidate engaged in activity in Greece) or in accordance with the law of the country of establishment.
6. The company (or any other legal person or natural person associated directly or indirectly with it in a manner which, at PPA's unfettered discretion, reveals a real connection to it which could negatively affect implementation of the project) must not have been expelled in any manner, or no such similar penalty must have been imposed on it (such as seizure of a bond, declaration of the party as in forfeit of the contract, termination of the contract) from a construction or other type of project, and in particular (but not limited to) a PPA project or one belonging to another company in the same group to which PPA belongs.

9.3 Financial standing criteria

Each candidate must meet the following minimum financial criteria by submitting appropriate documentation which proves that:

- i. Has positive net position in the financial statements per year during the last three years, i.e. 2021, 2022, 2023
- ii. Is a profitable company during the last 3 years i.e. 2021, 2022, 2023

9.4 Technical Capacity criteria

Each candidate must meet the following minimum technical criteria by submitting appropriate documentation which proves that:

1. It Has a proven track record of company's previous relevant experience (at least 10 rough terrain mobile cranes) within the ten years 2014 -2024. This shall include:
 - **Sales Invoices:** Copies of sales invoices for rough terrain mobile cranes of similar type and size, with a lifting capacity of at least 30T SWL
 - **Buyer Acceptance Protocols:** Documents or protocols signed by buyers confirming acceptance of the cranes delivered, indicating successful completion of the sales and satisfaction with the products.
 - **Contracts:** Copies of contracts or purchase orders that outline the terms of the sales and the specifications of the cranes provided.
2. Has a legally operating sales representative within Greece.
3. Has the technical ability to support PPA with any future technical issues and after sales support, especially within the warranty period of the said rough terrain mobile crane.

If the minimum above mentioned criteria are not met the offer will be rejected.

10. GUARANTEES

Each Candidate is obliged, upon penalty of disqualification, to fulfil the following prequalification Guarantees shall be required for either participation to the tender procedure and or to the winning candidate of the procurement.

The guarantees required (participation, advance payment and performance) for this tender procedure may be in one of the following forms:

1. Letters of Guarantee in accordance to **Annexes D, E & F**
2. Deposit to PPA (one of the following PPA bank accounts) as a guarantee of the respective amount of money.

FINANCIAL INSTITUTION	BANK ACCOUNT (IBAN)
ΕΘΝΙΚΗ (ΝΒΓ) BANK	GR1501101900000019050500651
ALPHA BANK	GR7101401250125002320006462
EUROBANK	GR4902600250000440201113841

Errors or omissions in the title of the procurement or the person in whose favour the bond is provided will not lead to disqualification provided no confusion is caused.

10.1 Participation Bank Guarantee

For valid participation in the tender, the candidates must submit Participation Guarantee Letter amounting twenty thousand euro **(20,000 €)** according to **Annex D**. The participation guarantee letter will have a validity period equal to seven (7) months., meaning **one (1) month** beyond the validity of the Bid as stated at **Annex C & Article 7.3** of the present document.

The tender participation Guarantee shall be forfeited by PPA SA if, while it is in effect, (a) the candidate withdraws its offer or (b) the Contractor does not submit the award documentation in good time or does not come forward in good time to sign the contract or (c) the above persons provide false evidence or information relating to the grounds of disqualification.

The participation guarantee will be returned:

- (a) to the Contractor upon submission of the good performance letter of guarantee and
- (b) to unsuccessful candidates within two (2) months of the tender procedure being completed that is after contract signature.

10.2 Advance Payment Letter of Guarantee

PPA SA may provide an 30% advance payment on the total contractual value excluding VAT, provided that the Contractor submits an Open-Ended Advance Payment Guarantee Letter of equal amount to the Project Owner, according to **Annex F**.

The Advance Payment Guarantee will be returned:

- (a) After the settlement of final payment.

10.3 Good Performance Letter of Guarantee

A Good Performance Letter of Guarantee for the proper implementation of agreed contract terms upon signing the Contract is required. The Good Performance Guarantee Letter must be issued in accordance with the template of **Annex E** of this Call for Tender by an Eligible Bank in favour of PPA for an amount equal to 10 % of the total amount of the contract VAT excluded. No Contract will be signed unless the good performance guarantee is delivered to PPA.

The Good Performance guarantee will be returned:

- (a) The Good Performance Guarantee Letter or the good performance guarantee amount will be returned after the end of the offered / evaluated warranty period of the rough terrain mobile crane, or the period of 24 months which ever comes first and settlement of the claims of PPA, if any.

11. AWARD CRITERION

Award criterion is the the most advantageous offer on the basis of the best price-quality ratio as specified in **Article 15**.

12. PARTICIPATION FOLDER AND SUPPORTING DOCUMENTS

Each Candidate in order to participate in this tender procedure and in order to prove the fulfilment of the above mentioned prequalification criteria of Article 9 should submit, on pain of rejection of the Offer, the following participation supporting documents as originals, legally certified copies or valid, simple, clear and easy-to-read information where applicable:

- A. Candidate's profile presentation including description of the Candidate/s legal entity and business
- B. Candidate's Articles of Incorporation, Partnership Agreement, or equivalent foundational documents. For domestic companies (Greece), this includes any amendments and the latest Articles of Representation (e.g., Government's Gazette and). For international companies, equivalent documents according to their national legal framework, including any amendments and the latest representation documents or certificates, must be provided. All documents must accurately reflect the current company status and be accompanied by certified translations into the official language of the contract if originally issued in another language.
- C. The Candidate's registration certificate (GEMI or equivalent) in force, issued by the Candidate's business registry.
- D. Representation certificate within Greece for Candidates outside of Greece to satisfy also technical capacity requirement of article 9., point 2
- E. Proven financial adequacy according to the financial capacity requirements of article 9.3 by submitting
 - a. The financial statements of the candidate for the years 2021, 2022 and 2023 (legally published for those legal entities required by law to publish financial statements) from which a positive net position can be obtained per year during the above-mentioned last three years. At the same time, the statements with the results of use of the above three last years should be submitted for their review. In the event that no financial statements have been published for the year 2023, signed balance sheets of the third degree can be provided as well as any other financial analysis from which the positive net position of the company for 2023 can be confirmed.
 - b. Profits (net results) for year 2021, 2022 and 2023.
- F. A proven track record of company's previous relevant experience according to the technical capacity requirements of article 9.4 , item 1.
- G. A participation letter of Guarantee according to the provisions of **Article 10.1**
- H. Authorized representative full contact details (including full name, address, and email address)
- I. A social security clearance certificate valid and in force- For countries where a social security clearance certificate is not issued, then an equivalent formal document / certificate may be submitted according to the local rules and legislation of the candidates country of establishment. In case an equivalent document cannot be issued, a formal declaration needs to be submitted by the candidate stating the reasons according to the local rules and legislation of the candidates country of establishment.
- J. A tax clearance certificate valid and in force. For countries where a tax clearance certificate is not issued, then an equivalent formal document / certificate may be submitted according to the local rules and legislation of the candidates country of establishment. In case an equivalent document cannot be issued, a formal declaration needs to be submitted by the candidate stating the reasons according to the local rules and legislation of the candidates country of establishment.
- K. A solemn declaration, affirming:
 - a. That, in case of award of contract to the specific Candidate/s, the Candidate/s accepts and commits to the execution of the procurement, will undertake the procedures for issuing the relevant Certificates of Conformity, CE documentation, registration and plates and any other legal requirement according to Greek Law on behalf of PPA SA in order for the equipment to be fully operative at PPA SA.
 - b. The legal entity that possesses the know-how of the design studies/ manufacturing method/ assembly method / testing method and commissioning method of the rough terrain mobile crane until certified according to EU and Greek legislation.

- c. The country and location of manufacture, construction and assembly of the Rough terrain mobile crane.
 - d. That the offered vendors' list equipment will be readily available for production for at least the next ten (10) years from the date of submission of the statement and that if the equipment is deemed obsolete within this time period that the supplier will propose a relevant replacement part and or equipment which will be directly interchangeable.
 - e. That the Candidate commits to be providing technical support to PPA for the next five (5) years if the Candidate is selected with the award of the Call.
 - f. That all submitted documents are originals or legally certified copies or valid, simple, clear and easy-to-read true copies from the originals.
 - g. Evidence confirming that the Candidate's legal representative has not been convicted for an offence related to his professional activity and conduct, based on a decision applicable *res judicata* (a certified copy of an extract from the criminal record or other equivalent document shall be sufficient).
 - h. stating that it is fully aware of the contents of this call and unconditionally and unreservedly accepts its terms;
 - i. 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;
 - j. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the Candidates;
- L. A solemn declaration, affirming that:**
- 1. The Candidate is not bankrupt, in liquidation, is not in compulsory receivership, or bankruptcy compromise, the Contractor's operations have not been suspended or it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)
 - 2. The managing partners in the case of a limited or general partnership or limited liability Company, and the Chairman and Managing Director in the case of a Société Anonyme or 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 criminal organizations within the meaning of Article 2(1) of Council Framework Decision 2008/841/JHA
 - b. bribery within the meaning of Article 3 of Council Act of 26 May 1997 and Council Framework Decision 2003/568/JHA.
 - c. fraud within the meaning of the Directive (EU) 2017/1371
 - d. money laundering within the meaning of repealed by the Directive (EU) 2015/849
 - e. Embezzlement, Fraud, Extortion, Forgery, Perjury, Bribery according to the Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.
- M. A solemn declaration, affirming that:**
- 1. The company (or any other legal person or natural person associated directly or indirectly with it in a manner which, at PPA's unfettered discretion, reveals a real connection to it which could negatively affect implementation of the project) must not have been expelled in any manner, or no such similar penalty must have been imposed on it (such as seizure of a bond, declaration of the party as in forfeit of the contract, termination of the contract) from a construction or other type of project, and in particular (but not limited to) a PPA project or one belonging to another company in the same group to which PPA belongs.

Important Notes:

Note that the corresponding certificates (that the Candidate/s is/are not bankrupt, not in liquidation, etc.), issued by the competent authorities of the country in which the company is established must be submitted, along with other supporting documents requested to the Candidate/s and must be in effect on the date the contract is to be signed. If the said certificates are not issued by the relevant country, they may be replaced by a sworn statement or, if there is no provision for such in the laws of the country of

establishment, by a solemn declaration before a judicial or administrative authority, notary public or competent professional body of the country of origin or provenance.

The abovementioned participation supporting documents must be valid at the time of contract signing and should be resubmitted by the candidates upon request of PPA.

13. TECHNICAL OFFER

The Technical Offer folder must be in compliant with the requirements as stated in article 9 and will contain:

- i. An analytical technical description of the proposed Mobile crane according to the technical requirements of PPA SA as stated in **Annexes A & B**,
- ii. All relevant certification for the crane in Greece according to the applicable and latest Greek and EU legislation, as in force, by providing all the necessary documents to PPA and the competent Greek authorities where required and proceeding with any necessary act for this purpose,
- iii. The proposal of three (3) internationally recognised Third Party Inspection companies in order for PPA S.A. to choose one for reasons of supervision, inspection and certification for this project (The cost involved shall be fully borne by the candidate). It is further clarified that the Third Party Company shall supervise and report to PPA on a weekly basis regarding the items and tasks that have been checked and supervised from the initial phases of construction and until the final acceptance of the equipment,
- iv. The candidates proposed warranty period (In effect as of delivery and final acceptance of equipment), as stated in Article 16.
- v. The candidates proposed delivery time schedule.

The analytical technical specification requirements as stated in **Annexes A & B** should be proposed and offered by the candidate within the technical offer and will be subject to technical scoring criteria according to **Article 15** of the Call unless of obligatory requirement.

IMPORTANT NOTE: The Technical Offer must not include any financial information. Any financial information in the Technical Proposal will invalidate the proposal.

14. FINANCIAL OFFER

The Financial Folder will contain the Financial Proposal form as per **Annex C** filled and signed. Each candidate submits only one financial offer. The offered prices will be expressed in euros (€), limited to two decimal places, and will bind the candidate throughout the validity of the Offer. The mentioned costs, as stated in Annex C, will be fully borne by the candidate.

15. EVALUATION PROCESS

The evaluation committee appointed by PPA shall evaluate the offers on the basis of their responsiveness to the requirements set by this call, applying the evaluation criteria as follows:

Evaluation of Technical Offer/ Technical Score:

- (i) Technical specifications of machinery: up to **70** points
- (ii) Delivery time of machinery: up to **10** points. Minimum delivery time gets 10 points. 1 point less for more delivery time.
- (iii) Warranty period of machinery: up to **5** points. Maximum warranty period gets 15 points. 1 point less for less warranty period.
- (iv) Previous relevant experience: up to **15** points.

Technical Score (St) = 100 Total Maximum Points

The formula for determining **the Financial Score (Sf)** shall apply as follows:

$$\text{Sf} = 100 \times \text{FM} / \text{F}$$

Where:

Sf is the financial score;

FM is the lowest priced Financial Offer and

F is the price of the proposal under consideration.

Offers will be ranked according to their **combined technical (St) and financial (Sf) scores** using the weights:

Where:

T = the weight of 70% given to the Technical Score;

P = the weight of 30% given to the Financial Score; and

T + P = 1.

The combined technical and financial score, S, is calculated as follows: -

$$\text{S} = \text{St} \times \text{T} \% + \text{Sf} \times \text{P} \%$$

The Candidate achieving the highest combined technical and financial score (S) will be ranked first and will be the Temporary winning candidate. In the event of an absolute tie the Candidate with the highest Sf score will be ranked first and will be the Temporary winning candidate.

16.WARRANTY

The candidate shall clearly identify within the offer, the proposed terms of warranty for the rough terrain mobile crane. The warranty period of the of the rough terrain mobile crane shall be of at least one (1) year for the metallic structure and at least one (1) year for the effective trouble free working condition of the crane without failure.

Within the warranty period, the candidate shall be fully and solely responsible to repair or rectify any technical problems or issues that may arise at his/her own cost, of which are due to sole responsibility of the candidate of the rough terrain mobile crane. (Damages and wear and tear parts shall not be subject to the stated warranty period).

The warranty period for the Equipment Spare Parts should be at least two (2) years after hand-over and final acceptance from PPA.

Any additional free warranty provided will be taken into account for the vendor's selection. Components which are repaired or replaced during the warranty period shall be subject to the remaining original warranty period plus one (1) year.

The provided warranty period shall take effect from the date of final acceptance and the signing of the Acceptance Report.

During the warranty period, in case PPA cannot solve a problem, the Supplier should be able to send an expert engineer within ten (10) working days from the written request from PPA unless otherwise reasonably agreed by both parties in writing.

After the warranty period, in case PPA cannot solve a problem, the Supplier should be able to send an expert engineer within fifteen (15) working days from the written request from PPA unless otherwise reasonably agreed by both parties in writing.

17.ACCEPTANCE

After arrival and assembly of the equipment the Supplier shall undertake and successfully carry out the process of obtaining on behalf of PPA the relevant Certificates of Conformity, CE documents, registration card and plates and any other relevant requirement in Greece in accordance with the Greek and EU legislation, as applicable and in force, and provide PPA and the competent Greek authorities with any required documents for all procured equipment and generally proceed with any necessary act for this purpose.

The Supplier shall submit the following documentation:

- The relevant Certificates of Conformity and CE documents for all the Equipment in accordance with the applicable Greek and EU legislation as in force.
- All manuals, documents, electrical and hydraulic drawings
- Relevant delivery documentation for the spare parts/special tools and equipment.
- Any other relative documentation mentioned in this Tender Call.

18.TESTING AND COMMISSIONING

Mobile Crane performance Tests and Site Acceptance

The Supplier shall be responsible for the erection and commissioning and test runs carried out on the equipment. The official test consists of function test and load test. The Supplier shall be responsible to provide all testing and make the arrangements for carrying out the test runs.

Function test will include the demonstration and successful operation of all the different functions of the crane.

Load test will be done with the presence of a third party along with the thorough examination of the Crane following the requirements of Greek Legislation (ΦΕΚ 1186 Β /25.08.2003)

The Supplier is obliged within its offer to provide three (3) internationally recognised certified Third Party Companies of which PPA will choose one (1) of these companies for the above mentioned tasks. All costs related to the Third Party Company shall be fully incurred by the Supplier.

Following the successful Certification of the Crane from Third Party Company and the successful Commissioning, PPA representative and Supplier representative will both sign the Commissioning Documents provided by the supplier.

Final Acceptance of the Mobile Crane is due, when the Mobile Crane is ready to operate, as defined In **Article 4** of this document.

19.AFTER SALES SERVICES

Candidates must have an authorized representative within Greece. In addition, the Supplier must submit sufficient evidence to prove technical support to meet PPA's requirements on after sales service, such as onsite fault diagnosis, maintenance and supply of spare parts during the Warranty period of the Equipment.

The following after sale services will be provided to PPA by the Supplier:

- 1) **Technical training:** Technical training will be performed at PPA's premises. Supplier will at its own cost to send an experienced electrical engineer, an experienced mechanical engineer as the trainers. The Supplier is required to teach the maintenance team from PPA for the repairing and maintenance procedure.
The trainees will be PPA's operation and maintenance employees.
The Supplier shall furnish 2 copies of comprehensive teaching material for the rough terrain mobile crane one month prior to training.
The technical training will be performed after delivery.
- 2) During the first three (3) months of operation, the Supplier will send at least two relevant technicians or engineers to PPA's site for 24 hour service and to provide assistance to PPA in rough terrain mobile crane operation and trouble-shooting.
- 3) Provide any additional drawings and relevant information for maintenance.
- 4) Spares parts required for changing and repairing will be provided to PPA's site within ten (10) days (Unless otherwise suitably agreed in writing).
- 5) During rough terrain mobile crane operation Supplier will frequently send representatives to visit PPA for comments to improve continuously the products.
- 6) In case of Break Down of the Crane, supplier is obliged to dispatch Trained and Authorised Technicians to diagnose and resolve the damage within 3 working days. Acceptance of this obligation should be signed from the supplier and given to PPA along with all required Tender Documents.

The Supplier is required to perform (free of charge for all equipment and services) the first three (3) months of periodic maintenance that the official maintenance plan indicates. The lubricants will be provided by PPA.

In case of parts of the equipment, where the warranty is provided from other than the candidate, the candidates must provide a list with all the authorized representatives of the above mentioned parts types.

Non-EU candidates must submit sufficient evidence to prove the interchange ability and availability of all the replacement parts within the European Union (EU).

The Supplier must submit sufficient evidence to prove technical support to meet PPA's requirements on after sales service, such as onsite fault diagnosis, maintenance and supply of spare parts during and after the Warranty period of the Equipment.

The delivery time of Spare Parts during the warranty period should not be more than ten (10) working days from the written request of PPA unless otherwise reasonably agreed by both parties in writing.

The delivery time of Spare Parts after the warranty period, should be not more than twenty (20) working days from the written request from PPA unless otherwise reasonably agreed by both parties in writing.

20.INSURANCE

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

Third Party Liability:

250.000,00 € against bodily injuries per person.

500.000,00 € cumulatively, against any and all material damages per accident or sequence of accidents, by the same cause, arising out of these assembly works to PPA, as part of the activities and duties hereby undertaken by the winning candidate, in accordance with the terms and provisions that will be in the relevant agreement between the two parties.

1.000.000,00 € against group accident, upper contract limit during works execution.

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:

250.000,00€ per person and group accident per incident.

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 candidate upon contract signature will submit a certificate of insurance and within ten days from contract signature will submit the relevant insurance policy/ contract. The Contractor shall not commence work under the Contract until he has obtained all insurance required under this Article.

21.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. The vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance, and maintain compliance with any other relevant requirements according to Greek legislation in force during contract implementation.

22.PAYMENT TERMS - PENALTIES

The proposed payment terms are the following:

- i. Up to 30% of the contractual amount as advanced payment payable within 60 days after signing of the contract.
- ii. Up to 60% after delivery of the rough terrain mobile crane at PPA premises and after the issuance of type approval and any other legal documents for the equipment according to Greek Law on behalf of PPA SA.
- iii. The remaining contractual amount after final acceptance from PPA SA as set forth in **Article 17**, after completion of on-site training and issuing Registration and Plates.

23.PENALTIES

23.1 Penalties imposed upon delay of the Supplier in completing the contract terms.

- i. For a delay of up to 60 days from the end of the contractual deadline for completing the contract, PPA reserves the right to impose a penalty of the sum of one thousand euro (€ 1.000,00) which shall be forfeited per calendar day as a penalty to the Supplier.
- ii. For each day of delay after the period of the previous subparagraph, the penalty shall rise to two thousand euro (€ 2.000,00) per calendar day to the Supplier. The total amount of all imposed penalties cannot exceed in total the 20% of the contractual amount.

- iii. Where the penalties amount to the performance guarantee figure stated in **Article 10.3** , provided that there continue to be grounds for imposing a penalty, PPA S.A. shall be entitled to terminate this Contract due to the Supplier's fault, in which case, the said good performance guarantee shall be forfeited .
- iv. PPA S.A. reserves the right to demand that the Supplier pays any other penalty imposed on it by the Hellenic Republic in accordance with the provisions of the Concession Agreement, which is associated directly or indirectly with failure to meet the deadlines in the contract schedule or with any other related event due to the Contractor's fault.

ANNEX A: TECHNICAL SPECIFICATION

General Requirement

One Diesel engine-powered 120ton Rough Terrain Rough terrain mobile crane, capable to lift cargo with versatility and maneuverability for optimum space utilization. The Rough terrain mobile crane should have a Telescopic Boom at least 48m length, made of high tensile steel.

The Rough terrain mobile crane must be reliable and have been built, on a tested platform with high stability and durability, only with branded quality components in order for the operators to drive consistently and safely.

The Rough terrain mobile crane must be equipped with a quick and easy to use electronic monitoring and troubleshooting system for operators and technicians, so the troubleshooting time to be reduced to min and high availability to be maintained. The Rough terrain mobile crane must comply with the most recent operator health and safety guidelines and must be equipped with all safety features that will make the operation as safe as possible.

The Rough terrain mobile crane shall be equipped with continuous load monitoring system and overload system which will prevent the operator to exceed maximum lifting capacity, but also monitor the load weight at all times. The rough terrain mobile crane also shall be equipped with “anti-two block” warning and limitation system to warn the operator when the hook block is getting too close to the boom tip. Finally, the rough terrain mobile crane shall be equipped with a certified Anemometer which should provide real time wind condition indications to the operator.

The Diesel engine of the Rough terrain mobile crane, must comply with the applied emission standard for 2024 in Greece and EU must be combined with a highly efficient transmission and drive axle.

The hydraulic system must be extremely reliable, easy to service with minimum service intervals.

The Rough terrain mobile crane must be in fully compliance with the latest safety standards for EU and be CE Certified.

Rough terrain mobile crane should have 4 outriggers and shall be possible to operate with outriggers fully extended, partially

extended and without extended outriggers. Lifting charts for each case, should be provided.

Operating Environment

The Rough terrain mobile crane shall be designed to work under ambient temperature from -10 to 45°C. Should be suitable for working under any normal, rain and night operation, under dusty conditions, such as dust, grind material, salty air, fog and air with acid/alkaline particles.

The Rough terrain mobile crane will be designed for continuous working time of more than 16 hours per day.

Cabin

The Rough terrain mobile crane must be equipped with a well-designed ergonomic cabin with A/C which will offer

Sufficient visibility at all directions, an adjustable operator seat, power assisted steering, proper Control levers or Joysticks in order for the operator to work in a comfortable and safe environment By having the full control of the rough terrain mobile crane

The Rough terrain mobile crane cabin shall be FOPS/ROPS certified.

The Rough terrain mobile crane must be equipped with non-slip steps and handrails for safe access to the cabin.

Cabin will have at least the following:

- a) Seat with seatbelt and air suspension (adjustable up to 150kg).

- b) Adjustable height length and tilt backrest.
- c) Armrest adjustable for height
- d) Steering wheel with spinner
- e) Tilt able steering wheel column
- f) Window panes on roof, rear, and front (tinted and tempered)
- g) Wiper and washer system for front and back panel
- h) Rear lights and brake lights.
- i) Working light front fenders 2 pcs / Working light mast 2 pcs / Indicator lamps incl. hazard lights
- j) Beacon light

Minimum Documentation provided with the Rough terrain mobile crane

- a) Equipment Machine Card with information about all major components
- b) Operator Manual (In Greek)
- c) Maintenance Manual
- d) Service Manual
- e) Electric and Hydraulic Drawings
- f) Parts Manual

Commissioning and Training

After the Commissioning and once accepted by PPA, on-site preventative and corrective maintenance training plus operator training (at least 20 hours training) at PPA premises for the provided equipment, will follow. Technicians will be given the knowledge needed to keep the rough terrain mobile crane in top condition and the training course will be a mix of theory and hands-on experience. Operators will be shown how to optimise their day-to-day operational performance and what needs to be checked daily before operations begin. The supplier will submit training agenda and at the end of each training session a respective training form will be signed both by the trainer and the trainees for the actual evidence of the training performed.

Tools accompanied with the crane

The candidate shall propose any relevant special tools and equipment required of which will allow the maintenance team to fully implement maintenance and repair tasks on the aforementioned crane. The cost of special tools and any other relative expenses involved shall be fully borne by the candidate.

Spare parts accompanied with the crane

The candidate shall propose and offer the following spare parts within his/her offer:

- a) Consumables Required for the first 2000 hrs of operation, including filters, breathers, belts etc, excluding lubricants and greases. All consumables should be grouped in Kits for all Planned Preventive Maintenance of the crane for the first 2000 hrs. Example: If the crane Maintenance interval is 250 hrs, then one Preventive Maintenance kit should be provided for the 250hrs, one for 500hrs, one for 750hrs, etc.
- b) Spare Wheel

Rough terrain mobile crane Certification and Registration

The awarded candidate shall deliver the rough terrain mobile crane with Registration Plates (ME) by his own cost from the Ministry of Infrastructure, Transport & Networks. PPA will provide all relevant documentation and authorizations. Rough terrain mobile crane should be also delivered with a valid Third Party Certification by an accepted inspection company per Greek Legislation. All Rough terrain mobile crane Certificates of Conformity (Wire Ropes, Hook Block etc) should be provided along with the rough terrain mobile crane.

Candidate must fill the following table , along with the supporting documentation.

ANNEX B:TECHNICAL SPECIFICATION FORM / EVALUATION TABLE

S.N.	General Description	Minimum Requirements	Scoring Criteria	Scoring Weight	Proposal
1	Make and Model	N/A	N/A	N/A	
2	Rough terrain mobile crane Type	Rough terrain mobile crane	Obligatory Requirement	Pass/Fail	
3	Maximum Rough terrain mobile crane Capacity(Tons @ m)	120 Tons	Obligatory Requirement	Pass/Fail	
4	Diesel Engine Make and Model	Latest Greek and EU Emission Standards	Diesel Engine Technical specifications to be provided	Pass/ Fail	
5	Weight Monitoring System	Obligatory Requirement	Obligatory Requirement	Pass/Fail	
6	Anti-Two Block	Obligatory Requirement	Obligatory Requirement	Pass/Fail	
7	FOPS / ROPS Cabin	Obligatory Requirement	Obligatory Requirement	Pass/Fail	
8	A/C Cabin	Obligatory Requirement	Obligatory Requirement	Pass/Fail	
9	Independent hydraulic steering on 4 wheels (2 wheel front, 2 wheel rear, 4 wheel coordinated, 4 wheel crab)	Obligatory Requirement	Obligatory Requirement	Pass/Fail	
10	Rough terrain mobile crane Specifications	All Requirements as described on this section (Technical Characteristics) are covered		Pass/Fail	

Table B1. Technical specification table for mandatory items.

S.N.	General Description	Minimum Requirements	Scoring Criteria	Scoring*	Proposal
11	Maximum Rough terrain mobile crane Reach (m)	N/A	Rough terrain mobile crane Load Chart to be provided	max: 10 points min: 1 point	
12	Maximum Boom Length (m)	48m	Rough terrain mobile crane full specifications to be provided	max: 5 points min: 1 point	
13	Rough terrain mobile crane Capacity at Maximum Reach (Tons @ m)	N/A	Rough terrain mobile crane Load Chart to be provided	max: 10 points min: 1 point	
14	Rough terrain mobile crane Capacity at 6m Reach (Tons)	N/A	Rough terrain mobile crane Load Chart to be provided	max: 10 points min: 1 point	
15	Rough terrain mobile crane Capacity at 20m Reach (Tons)	N/A	Rough terrain mobile crane Load Chart to be provided	max: 10 points min: 1 point	
16	Diesel Engine Capacity (PS @ RPM)	N/A	Diesel Engine Technical specifications to be provided	max: 5 points min: 1 point	
17	Diesel Engine Displacement (lt)	N/A	Diesel Engine Technical specifications to be provided	max: 5 points min: 1 point	
18	Main Hoist Pull Capacity (Tons)	N/A	Rough terrain mobile crane Technical Specifications to be provided	max: 5 points min: 1 point	
19	Front Axle Capacity (Tons)	N/A	Rough terrain mobile crane Technical Specifications to be provided	max: 5 points min: 1 point	
20	Rear Axle Capacity (Tons)	N/A	Rough terrain mobile crane Technical Specifications to be provided	max: 5 points min: 1 point	
21	Anemometer	N/A	N/A	Anemometer: 2 points. No anemometer: 0 points	
22	Rough terrain mobile crane Telemetry System (CTS)	N/A	Description of the system to be provided if available	(CTS): 2 points (No CTS): 0 points	
23	Central Lubrication system (CLS)	N/A	Description of the system to be provided if available	(CLS): 1 points (No CLS): 0 points	

24	Delivery time of machinery	30 calendar weeks maximum	Delivery time of the crane to be provided	min: 10 points max: 1 point	
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25	Warranty period of the crane	Warranty period of at least 1 year	Warranty period of the crane to be provided	max: 5 points min: 1 point	
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Table B2. Technical Evaluation table. For values in between, linear interpolation will be used. If the

26	Previous relevant experience			max: 5 points min: 1 point	
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calculated value is decimal to be rounded to the next integer.

ANNEX C: FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

EQUIPMENT – Rough Terrain Rough terrain mobile crane

Item #	Description / Category	Total Price (€) (DDP) (without VAT)	(VAT)	Total Price (€) (DDP) (with VAT)
1	One 120 tn Rough terrain mobile crane			
2	Spare Parts			
3	Special Tools/Other equipment			
4	Cost of certification, training, insurance, customs duties, transportation and homologation			
5	Any other relevant costs			
			TOTAL PRICE:	

Waranty Period: _____ years (Minimum 1 year after final acceptance).

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for six (6) calendar 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 Offer and we are not entitled to any compensation in case of non-acceptance or withdrawal of our offer.

Our offer also includes the following costs:

- The full cost of the Crane and spare parts and special tools.
- All the testing and certification costs including the cost of the Third Party Company.
- Issuing of Greek Registration Card and Registration Plates (ME) for the Crane
- All documentation and manuals as stated in the Tender Call.
- All training costs at PPA S.A. premises.
- Costs of transportation DDP term and insurance of machinery.
- Visa application, travelling and lodging cost in Greece for all Supplier's personnel.
- In general, any other cost that may occur regarding the supply of equipment, delivery, shipping, insurance, erection in their final positions, inspections, certifications, training and any others mentioned in the Call for Tender should be fully borne by the Candidate.
- No invoices should be issued without prior written consent from PPA SA

Yours sincerely _____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

ANNEX D: FORM OF TENDER PARTICIPATION BANK GUARANTEE LETTER

(TENDER BANK GUARANTEE)

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 AWARD OF PROCUREMENT OF THE SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF ONE 120 TONS ROUGH TERRAIN ROUGH TERRAIN MOBILE CRANE FOR RO RO TERMINAL USE"**, issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated (The "Call"). Capitalised 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 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 of indefinite duration 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: FORM OF GOOD PERFORMANCE BANK GUARANTEE

(TENDER BANK GUARANTEE)

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 favour 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: [...tender subject....] 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 correspondences 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 or 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 Greek or 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 or special courier is in our possession at our counters in [.....]

4. This guarantee is valid until [....] at the latest and will automatically become null and void, if your claim in the above form has not been received by us on or before the above mentioned expiry date regardless of such date being a banking day or not. Upon expiry, we shall be automatically released and discharged from all our liabilities under this guarantee, whether 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 F: FORM OF ADVANCE PAYMENT BANK GUARANTEE

(TENDER BANK GUARANTEE)

Piraeus Port Authority S.A. (PPA S.A.)

10, Akti Miaouli

185 38, Piraeus Greece

Date:

Dear Sirs,

1. We have been informed that:

You have concluded a sale and purchase agreement (hereinafter referred to as the 'contract') with the company under the name [...] (hereinafter the supplier) with its head offices located at [...] for the supply of and agreed spare parts for use in the container terminal of PPA SA at a total price of euro [...] according to the contract, the supplier is required to provide you with an advance payment bond in the amount of euro [.....].

2. This being stated, we, bank ... (address), irrespective of the validity and the legal effects of the contract and waiving all rights of objection, defence, discussion and division arising from the principal debt, hereby irrevocably undertake to pay immediately to you, upon your first demand, any amount up to euro [...] upon receipt of your first written request for payment along with your written confirmation that the supplier has failed to fulfil his contractual obligations under the contract and to refund aforementioned advance payment.

3. Our bond is valid until [...] and expires in full and automatically, irrespective of whether the present document is returned to us or not, should your written request for payment and your above-mentioned written confirmation not be in our possession by that date at our counters in [...] bank of [...], [...].bank address.....].

With each payment under this bond our obligation will be reduced by the amount of such payment.

4. This bond shall be governed and construed in accordance with the laws of Greece.

All claims and disputes arising in relation to this bond shall be resolved before the courts of Greece and we submit to the jurisdiction of such courts.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]