

***CALL OF TENDER FOR
THE REPLACEMENT OF MS OFFICE LICENCES
(MIGRATION TO 365 LICENCES-3 YEAR LICENCES)***

**Piraeus, Greece
OCTOBER 2024**

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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) **“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.

1. CONTRACTING AUTHORITY

The Contracting Authority is PPA SA. Address 10, Akti Miaouli, 185 38, Piraeus, Greece.

2. SCOPE OF TENDER

The scope of this project is to replace the existing Microsoft Office 2019 and online exchange by the implementation of M365 solution. The project includes the purchase of the necessary M365 E3 licenses, Teams add-on and Defender for office365 basic add-on, along with the related deployment and training services which are necessary for the smooth transition of PPA users to a M365 environment.

3. LEGAL & REGULATORY FRAMEWORK

The tender procedure shall be conducted in accordance with:

- i. Law 4404/2016 (Government Gazette 126/A/8.7.2016), as in force, 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 as in force.
- 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.

4. TENDER PROCEDURE

4.1 General procedure

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.

4.2 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 will be returned to the Candidates upon written request.

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.

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.

4.3 Language of the Procedure

The official language of the procedure is the English language and all information and all documents from the Candidate shall be drawn up in English. Moreover, all written and oral arrangements between the tenderers,

Tender Committee and PPA shall also be in English.

5. SUBMISSION OF OFFERS - OFFER DOCUMENTATION

5.1 Submission of Offers

Interested candidates are invited to submit their offer, no later than **Monday 21st of October 2024, Greece local time 15:00 pm (Greece Time)**.

Offers should be submitted to PPA in-person by the Candidate himself, by post 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.*

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

Interested candidates may receive additional information or clarifications in relation to the present Tender, by submitting questions up to **three (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 procurement@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.

5.2 Offer Documentation

Candidates must submit their offer as a folder named "**OFFER FOR THE REPLACEMENT OF MS OFFICE LICENCES (MIGRATION TO 365 LICENCES-3 YEAR LICENCES)**" containing two (2) sealed sub-folders as follows:

One (sub)folder named "**SUPPORTING DOCUMENTS FOLDER**", containing the documents according to **Article. 9**.

One (sub)folder named "**FINANCIAL OFFER FOLDER**" containing the documents according to **Article. 10**.

Apart from the hard copy of the documentation, candidates are also requested to submit the offer as an electronic copy. 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.

5.3 Validity of offers

Offers are valid and binding upon the candidates for three calendar (3) 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 three (3) months period of time. 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.

6. ELIGIBILITY OF PARTICIPATION - PREQUALIFICATION CRITERIA

6.1 Eligible parties for the tender procedure

Eligible candidates for participation in this tender are legal entities that hold a valid business license relevant to the scope of the invitation and may submit an offer only as a sole economic operator (sole tenderer). Consortiums and joint ventures will not be accepted.

1. Candidates should have experience in the implementation of at least one (1) Microsoft 365 project with minimum 300 users,
2. The candidate must be a Microsoft Reseller and must provide the certificate from Microsoft as an Authorized reseller.
3. At least one certified engineer in M365 should participate in the project team.

6.2 Legal 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.)
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, Extorsion, 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.
5. They must not have committed a disciplinary offence the penalty for which was deprivation of the right to participate in tender procedures (tender procedures for public works).
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.

7. GUARANTEES

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 C, D**
2. Deposit to PPA (to one of the following PPA bank accounts) as a guarantee of the respective amount of money.

FINANCIAL INSTITUTION	BANK ACCOUNT (IBAN)
EΘNIKH (NBG) BANK	GR1501101900000019050500651
ALPHA BANK	GR7101401250125002320006462
EUROBANK	GR4902600250000440201113841

7.1 Participation Letter of Guarantee

For valid participation in the tender, the candidates must submit a tender Participation Letter of Guarantee amounting to five thousand euro (**5,000 €**) according to **Annex C**. The participation guarantee letter will have a validity period equal to seven (7) months from the closing date of the tender.

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.

7.2 Good Performance Letter of Guarantee

A Good Performance Letter of Guarantee for the proper service implementation of agreed terms upon signing the Contract is required. The Good Performance Guarantee Letter must be issued in accordance with the template of **Annex D** of this Call for Tender by an Eligible Bank in favour of PPA **for an amount equal to 10 % of the annual licenses 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 upon contract's duration expiration (3 years duration), after the successful delivery of all services and the signature of the protocol of receipt by PPA.

8. AWARD CRITERION

Award criterion is the lowest total price, provided that the offer is found compliant with all the requirements outlined in the tender documents.

9. SUPPORTING DOCUMENTS FOLDER

Each Candidate in order to participate in this tender procedure and in order to prove the fulfilment of the above-mentioned prequalification criteria 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 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/or GEMI declaration). For international companies, equivalent documents according to their national legal framework, including any amendments and the latest representation documents or certificates, must be provided.
- B. Proof of successful implementation of at least one (1) Microsoft 365 project for a minimum of 300 users, such as contracts, invoices, and an acceptance protocol from the client, accompanied by the client's complete contact details
- C. A participation letter of Guarantee according to the provisions of **Article 7.1**
- D. The authorized representative's full contact details (including full name, address, and email address)
- E. The Letter of Agreement of partnership with Microsoft.
- F. The CV of the certified engineer in M365, including the certification evidence.
- G. A social security clearance certificate valid and in force¹.
- H. A tax clearance certificate valid and in force¹.
- I. A solemn declaration, affirming:
 - a. That all submitted documents are originals or legally certified copies or valid, simple, clear and easy-to-read true copies from the originals.
 - b. 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).
 - c. stating that it is fully aware of the contents of this call and unconditionally and unreservedly accepts its terms;
 - d. 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;
 - e. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the Candidates;
- J. A solemn declaration, affirming that the candidate fulfils the above-mentioned Legal Prequalification criteria as stated in par. 6.2.
- K. A solemn declaration, affirming that:
 - 1. The candidate has not committed a disciplinary offence the penalty for which was deprivation of the right to participate in tender procedures (tender procedures for public works).
 - 2. 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.

Note that the corresponding certificates (that the Candidate is 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\ and must be in effect on the date the

¹ 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

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.

The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and process) and (b) will proceed with the review and evaluation of the fulfilment of the criteria set above in paragraph (SUPPORTING DOCUMENTS FOLDER). The Offers that were duly submitted and satisfy the criteria will be defined by the Committee as Offers that are acceptable and will proceed to the next stage of the evaluation.

10. FINANCIAL OFFER FOLDER

The Financial Folder will contain the Financial Proposal form as per **Annex B** 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.

11. DURATION OF THE CONTRACT

The implementation of the contract will span 36 months, with an additional one-month period at the beginning for the delivery of implementation services

12. PAYMENT TERMS

The proposed payment terms are the following:

1. Services (as is defined in Financial Table in Annex B) will be paid upon delivery and final acceptance of the service and within 30 days from the issuance of the invoice.
2. The licenses (as is defined in Financial Table in Annex B) will be invoiced on a monthly basis and after the delivery of the service and will be paid within 30 days from the issuance of the invoice. The initiation of licenses payment will be after the final acceptance of the implementation services.
3. Please note that the PPA reserves the right to purchase additional similar or more advanced licenses during the contract's validity period, at the monthly cost specified in the contractor's financial offer (Annex B)

13. PENALTIES

The Contractor shall ensure that the service implementation should not exceed one (1) month in total.

In the event of any delay in the implementation of the project beyond the scheduled completion date without prior written approval from PPA SA, the Contractor shall be liable for penalties as outlined below.

For every calendar day of delay beyond the stipulated completion date, a penalty of 500 € shall be imposed, up to a maximum of 10% of the total annually contract value. Where the penalties exceed the above

percentage, the Letter of Guarantee of Good Performance shall be seized, PPA has the right to terminate the contract immediately due to the Contractor's fault, furthermore, the Contractor shall be liable for any kind of PPA's damage or loss arising therefrom.

Regarding the 36 months period of M365 service and in case of service unavailability, the latest published Service Level Agreement for Microsoft Online Services penalties terms will be valid and will apply in invoicing of the service to PPA by the contractor.

The penalty can be deducted from the subsequent monthly payments.

14. GENERAL TERMS

14.1. PPA S.A. undertakes to fully respect the principles of confidentiality regarding the data and business information of the Candidates that will come to its knowledge during this procedure and are considered confidential.

14.2. PPA S.A. declares that it has fully adapted to the requirements of the new General Data Protection Regulation and the national laws ratifying it, and that it will comply with the relevant provisions throughout the competitive procedure.

14.3. This Call of Tender, as well as the Contract to be signed, are governed by the Greek law. The competent courts for the resolution of any disputes concerning this Call of Tender and the Contract are exclusively the courts of Piraeus.

14.4. If a Candidate is found to have made false or misleading claims or statements, PPA reserves the right to reject at any time, any offer submitted by or on behalf of that Candidate. Candidates should be aware that giving false or misleading information is a serious offence under the Hellenic Criminal Code.

14.5. Nothing in this Call, any offer, or any conduct or statement made before or after the issue of this Call is to be construed so as to create legitimate expectations or give rise to any contractual or other obligations, express or implied.

ANNEX A: TECHNICAL SPECIFICATION

The main items included in this project are listed below:

- a) Provision of supply and installation of five hundred and thirty (530) M365 E3 licenses, including TEAMS add-on and Defender for office365 Basic add-on.
- b) Implementation Services.

PPA current implementation is supported by an on-premises AD domain (@ppa.olp.gr) with approximately 500 client user and computer accounts while the users' email accounts are hosted in Exchange Online and the email domain has the form @olp.gr. As a result, users authenticate to the on-premises AD and Exchange Online using different credentials.

To take advantage of the benefits of M365 licenses, it is necessary to implement a hybrid Active Directory environment that combines on-premises Active Directory services with Azure Active Directory to achieve a seamless identity management solution across both environments. Under this frame, a full Identity Synchronization is required, to ensure that user accounts, groups, and other directory objects are consistent between on-premises and Azure AD, along with matching of the internal domain accounts with the exchange online email accounts. It is noted that any computer resources needed for the synchronization (Azure AD connect) will be provided by PPA.

Deployment of M365 applications and licenses. All PPA users will continue to take advantage of the desktop version of the M365 apps which should be deployed in all PPA clients. Package installation will include the Greek, English or Chinese version of the apps.

Initial configuration and starting policies of all major M365 E3 features for threat protection, data protection, device and application management, including

- Defender for office 365,
- Defender for Endpoint Plan 1 (including PC and mobiles),
- Intune Plan 1 (including PC and mobiles),
- SharePoint Online,
- Data Loss Prevention for Office 365,
- Sensitivity Labeling Policies for Emails and Files in Office 365
- Entra ID Plan 1,
- Entra ID for Office 365
- Microsoft TEAMS
- Single Sign-On (SSO) for VPN Access via Microsoft 365

It is highlighted that the contractor will have the full support of PPA AD administrators who will actively participate in all tasks of the project.

c) Training

40-hour training of PPA administrator's (up to 6 trainees) in a single group.

Evidence of the provided training must be submitted upon completion (participant's list, training plan and training material or certification or e.t.c)

d) Support Services

During the 36 months of services provision the candidate must provide a 24*7*365 technical support services to be reported malfunctions or possible service interruptions.

ANNEX B: FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

MIGRATION TO 365 LICENCES-(3 YEAR LICENCES)

LICENCES							
A.A	Description	Quantity	Unit monthly cost (€)	months	Cost without VAT	Applicable VAT	Total Cost for 3 years (€) (with VAT)
1	Microsoft 365 E3 active Licence	530		36			
2	TEAMS Add-on	530		36			
3	Defender for office365 Basic add-on	530		36			

SERVICES					
A.A	Description	Quantity	Unit cost (€) without VAT	Applicable VAT	Total Cost (with VAT)
4	Implementation Services (one off cost)	1			
5	Training services for M365 administrators (One off Cost)	1			

TOTAL PRICE: (Total cost: Sum 1to5)	
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A price List table as per below must be included, with the more advanced, than M365 E3, M365 licenses options with Unit monthly cost, as reference for optional purchases during contract's validity period:

LICENSES FOR OPTIONAL PURCHASE DURING CONTRACTS VALIDITY PERIOD					
A.A	Description	Quantity	Unit cost (€) without VAT	Applicable VAT	Total Cost (with VAT)
6	Microsoft 365 E5 active Licence	1			
7	1			
8	1			

Yours sincerely _____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for six (3) calendar months after the expiry of submission date of the offers, plus two (3) 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.

ANNEX C: 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 REPLACEMENT OF MS OFFICE LICENCES (MIGRATION TO 365 LICENCES-3 YEAR LICENCES)**", 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 D: 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]