

***CALL OF TENDER FOR THE  
PROCUREMENT AND REPLACEMENT OF TWO STORAGE  
DEVICES (SAN) AND FOUR SAN SWITCHES  
(REPETITION)***

DECEMBER 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 society 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 affected 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

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The Contracting Authority is PPA SA.

Address: 10 Akti Miaouli St.,

185 38 Piraeus, Greece.

## 2. SCOPE OF TENDER

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The scope of this Tender is the award of procurement, installation and configuration of two new storages and four FC Switches. In particular, the Project Contractor will supply, install and configure all the required hardware and software and will offer all the required services for:

- two storage devices,
- four FC switches,
- necessary cabling,
- data migration from existing storages to the new storages,
- on the job training,
- certified training, including certification for four IT engineers (optional service for PPA)
- Three years support for hardware and software 24\*7\*365.

An overview of the tasks to be carried out-Future Situation as it is described in Appendix A1 “Project Description”

Current situation as it is described in Appendix A2 “Current Status”

Equipment Requirements as in summary table of the new data center equipment:

Subsystem	Equipment Quantity
Storage Systems	2
SAN switches	4

## 3. LEGAL & REGULATORY FRAMEWORK

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The tender procedure shall be conducted in accordance with:

- 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.
- The EU General Data Protection Regulation in force (EU 2016/679) and Greek Law 4624/2019 as in force.
- All relevant applicable Greek legislation in general.
- The applicable PPA Contracts and Sub concessions Regulations.
- The provisions, terms and conditions outlined within the present Call.

## 4. TENDER PROCEDURE

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### 4.1 General procedure

The tender process will be conducted in two phases:

Phase One: Candidates who meet the eligibility criteria outlined in Article 6 will submit their expression of interest of participating to this tender procedure.

Phase Two: Eligible candidates will receive additional information necessary for the preparation and submission of their offers.

The specific phases are detailed as follows:

#### Phase 1:

Expression of interest will be submitted by the candidate to the following email address [procurement@olp.gr](mailto:procurement@olp.gr) along with the following documentation until **31 December 2024** 15:00 hours. (expression of interest deadline)

- A. An NDA Agreement signed by candidates' Legal representative (Annex A)
- B. Candidate's Articles of Incorporation, 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.
- C. Financial statements of the Candidate of the last three (3) audited financial years in order to prove their fulfilment of the eligibility criterion of average annual turnover of 10.000.000 Euros or above
- D. Certificate of Registration to the relevant Chamber of Commerce, indicating business activities relevant to the present call.
- E. A solemn declaration stating that the above submitted documentation are true and accurate.

#### Phase 2:

The eligible Candidates from phase 1 will receive the tender technical Appendixes A, B, C, D, E within two (2) business days after the initial deadline of the expressions of interest's submission, in order to be able to submit their offers, until **08 January 2025** (offers submission deadline), 15:00 hours, by email to the following email address: [procurement@olp.gr](mailto:procurement@olp.gr).

### 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.

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.

#### **4.3 Language of the Procedure**

The official languages of the procedure are Greek or English and all information and all documents from the Candidate or the Supplier to PPA shall be drawn up either in Greek or in English, or accompanied by a lawful Greek or English translation, if in any other language. Moreover, all written and oral arrangements between the Candidates, Tender Evaluation Team and PPA, shall also be either in Greek or in English.

### **5. SUBMISSION OF OFFERS - OFFER DOCUMENTATION**

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#### **5.1 Submission of Offers**

All offers must be submitted electronically to [procurement@olp.gr](mailto:procurement@olp.gr) email address.

Each submission must consist of a main folder containing three (3) separate sub-folders, as follows:

- 1) Participation Supporting Documents**
- 2) Technical folder**
- 3) Financial offer**

All three (3) individual sub-folders (**Participation Supporting Documents**, **Technical folder**, and **Financial Offer**) must be compiled into a single main folder for submission. The main folder should be clearly labeled with the candidate's and the tenders name.

Example: [candidate name]\_offer\_storage\_devices

Each individual sub-folder will be **(upon rejection)** protected with separate/different passwords which will be sent to PPA separately at each tender evaluation stage upon relevant request of PPA.

The offers' folders only (not the passwords) should be sent directly to Procurement Department by the candidates at the following e-mail: [offerssubmission@olp.gr](mailto:offerssubmission@olp.gr) before the tender's expiry deadline with the indication: **"Offer for the Procurement and Replacement of Two Storage Devices (SAN) And Four SAN Switches"**.

The maximum acceptable size of each electronic offer should be 35 Mbytes, while the acceptable type of offers' compression is .zip (not .rar).

On the date and time of each evaluation stage (i.e. participating documentation, technical evaluation, financial evaluation), the requested passwords only (different password for each stage) should be sent to the group email which will be notified by the PPA to all participants in due time.

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](mailto: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.

Any costs or charges related to the submission of the offers shall be borne by the Candidate. The Candidates are responsible for and accept the risk for any event, to include even force majeure, that may have as a result the non-timely or non-duly submission of the folder of offer thereof.

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 project implementation conditions. In particular, Candidates are obliged to fully apprise themselves of all project implementation conditions including all those specified in this Call for Tender.

### **5.2 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 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 CRITERIA**

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### **6.1 Eligible parties for the tender procedure**

- 1 Eligible Candidates to participate in the Tender are legal entities/company's with business activities related to the present Call.
- 2 The candidate must have an annual turnover (updated average of last three audited financial years), equal to or more than 10.000.000 Euros.
- 3 Subcontracting is permitted until 40%. The Contractor will undertake full responsibility of the whole Project. Candidate's intention to award a subcontracting contract for the Project must be declared, disclosed and described in the Candidate's Offer.
- 4 Candidates must have a proven experience in implementing in the last six (6) years at least one (1) new storage implementation project of similar size & volume.
- 5 Candidate is required to demonstrate compliance with internationally recognized standards for quality and information security management, ISO 9001 and ISO 27001 Certification
- 6 Candidates must have sufficient and specialised Project Team to take up the Project. In particular, the Project Team must consist of:
  - a) Project Manager with at least eight (8) years of professional experience in Information Technology and five (5) years in project management possessing a university degree in the field of IT
  - b) at least one (1) qualified executive, IT oriented, with at least four (4) years of experience (~~each~~) in the implementation of data centre infrastructure (SAN, FC Switches installation, configuration and data migration)
  - c) at least 2 IT Engineers, tertiary or post-graduate degree, specialization / computer direction, with at least 4 years of experience in the following subjects: design, installation and configuration and implementation and data migration of data centre storage and SAN Switches, design and implementation of data centre equipment installation and configuration solutions.

PPA reserve the right to contact the candidate's clients to cross check the experience stated by the candidate.

## **6.2 Legal prequalification 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, Extortion, Forgery, Perjury, Briberyaccording 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.

Joint Ventures are not acceptable to participate in this tender.



## 7. GUARANTEES

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Guarantees shall be required for either participation to the tender procedure and or to the winning candidate of the procurement. The guarantees required (participation, good performance, good operation, proper maintenance) for this tender procedure may be in one of the following forms:

1. Letters of Guarantee in accordance to **Annexes B, C, D, E**
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 Bank Guarantee Letter**

For valid participation in the tender, the candidates must submit a tender Participation Letter of Guarantee amounting to thirteen thousand euro (**13,000 €**) according to **Annex B**. The participation guarantee letter will have a validity period equal to seven (8) 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 Bank 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 C** 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.

### **7.3 Guarantee Letter of Good Operation**

The Contractor will be also obliged to provide a Guarantee Letter of Good Operation equal to **10%** of the total amount of the Contract, for the good performance of the contract during the Productive Operation and the Good operation Guarantee Period of Services, for three (3) years from and starting upon the Final Acceptance of the System issued in accordance with the template of **Annex D**.

#### **7.4 Guarantee Letter of Proper Maintenance**

In case PPA requests to exercise its option regarding the System Hardware and Software Maintenance services (Service Level Agreement) starting upon the expiry of the Good Operation Guarantee Period, then the Contractor will provide a Guarantee Letter of Proper Maintenance equal to **10%** of the Maintenance price (SLA) exclusive of VAT issued in accordance with the template of **Annex E**.

### **8. AWARD CRITERION**

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Award criterion is the lowest grand total price VAT exc., as depicted in the financial offer summary table G.1.6 provided that the offer is found compliant with all the requirements outlined in the tender documents.

### **9. PARTICIPATION SUPPORTING DOCUMENTS**

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The electronic Sub-folder named “Participation Supporting Documents” must include the following documents (duly certified copies, where applicable), as evidence of compliance with the requirements of this Call. In particular, the following must be included:

- A.** Business profile (i.e. company profile presentation, company organization, offered services, etc.),
- B.** Proof of successful completion of at least one (1) new storage implementation project of similar size and scope within the past six (6) years, such as contracts, invoices, and acceptance protocols from the client, along with the client's full contact details.
- C.** A participation letter of Guarantee according to the provisions of **Article 7.1**
- D.** A social security clearance certificate valid and in force<sup>1</sup>.
- E.** A tax clearance certificate valid and in force<sup>1</sup>.
- F.** In the event of subcontracting, the candidate must clearly declare, disclose, and provide a detailed description of the subcontracting arrangement.
- G.** Copies of valid ISO 9001 and ISO 27001 certificates.
- H.** 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;
- I.** A solemn declaration, affirming that the candidate fulfils the above-mentioned Legal Prequalification criteria as stated in par. 6.2.

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<sup>1</sup> An equivalent formal document / certificate may be submitted according to the local rules and legislation of the candidate's 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 candidate's country of establishment

**J. 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 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.

Participation letter of Guarantee should be delivered to PPA by the Candidate himself or by post or by the Candidate's Authorized Representative in hard-copy form at the below address no later than the closing date of the tender.

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

## **10. TECHNICAL FOLDER**

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The electronic Sub-folder named "Technical folder" must include the following documents (duly certified copies, where applicable), as evidence of compliance with the requirements of this Call. In particular, the following must be included:

- A.** An introduction-executive summary (up to 5 pages) that contains the summary of the Offer of the Candidate, which should include the following:
  - i. summary description of New Architecture Design;
  - ii. basic Operating Specifications covering the entire Infrastructure System;
  - iii. a brief description of the technical specifications and of the technical equipment offered, as well as of the systems and software;
  - iv. a brief description of the methodology to be followed during Project implementation;
  - v. summary of the Schedule and Phases of the Project (please, refer to the services offered and deliverables

per project phase);

vi. a brief description of the Project Team structure/staff.

**B.** Detailed CVs as per Annex F of the Project Team, of the Project Manager, the Project IT Engineers and Project Team Executives from which it could be proved directly and without any other necessary information or clarification, specialization, professional qualifications and experience of the requirements it assumes as a result of the role that has been described to participate in the Project Team relevant to the scope of works.

Additionally, to CVs the Candidates must provide a summary table as the following Example table (company & subcontractor):

AA	Company	Name of team member	Role in the project	Man months	Percentage (%) of participation*

AA	Subcontractor	Name of team member	Role in the project	Man months	Percentage (%) of participation*

**C.** Technical and operational specifications within the scope of project description as described in appendix A of proposed solution, as follows:

- i. Technical Proposal should include a description of the offered solution in the same format as the requirements tables attached in APPENDIX E, apart from the solution's architecture and also all reference documentation.
- ii. Time table, implementation phases and deliverables according to APPENDIX D.
- iii. All services described in APPENDIX B should be included.
- iv. Confirmation of SLA terms as described in APPENDIX C.

Note: All technical proposal and documentation must be within the scope of project description as described in appendix A

## **10. FINANCIAL OFFER FOLDER**

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The password protected folder of the Financial Proposal shall include the financial offer of the Candidate in Euro with full details according to Appendix G format.

Notes:

- All prices should be stated in Euro, excluding VAT.
- No invoices should be issued without prior written consent from PPA SA.
- All costs should be fully borne by the Candidate.

## **11. DURATION OF THE CONTRACT**

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The implementation of the contract will extend over a period of 12 weeks, commencing on the date of signature of the agreement between PPA and the contractor.

## **12. LIABILITY AND INSURANCE COVERAGE**

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The Contractor shall, throughout the validity period of the Contract and the guarantee period, hold, at its own expense, an insurance agreement up to the amount of USD 1.000.000 (limit of indemnity) cumulatively, against any and all damages to PPA arising out of the Contract that will be signed, , as part of the activities and duties thereby undertaken by the Contractor , in accordance with the terms and provisions that will be in the contract between the two parties. In the relevant insurance agreement, PPA SA as well as the Greek State must be co-insured or additionally insured.

The Contractor shall, within thirty (30) days from the signing of the Contract, submit the following to PPA:

- (a) the insurance policy entered into between the Contractor and the insurance company where ONLY this Project shall be insured (new ad hoc insurance policy); or
- (b) a Valid Insurance Certificate from the Contractor's insurance company stating that insurance cover is provided against all risks under 3.9.1. and that there are no reservations or excluded risks.

Insurance shall be taken out with a reliable insurance company with adequate financial strength registered or represented in the European Union.

## **12. DELIVERY / PAYMENT TERMS**

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All the equipment will be delivered by the Supplier in PPA's facilities, where necessary, all over the port area, at the Supplier's own cost and expenses.

Payment terms are the following:

- 40% of the contract amount upon equipment delivery. This amount will be payable within 60 days after the delivery of the equipment and the signing of the acceptance certificate of the equipment (Invoice is required).
- 60% of the contract amount upon completion of the project. This amount will be payable within 60 days following the signing of the Final Acceptance of the project Certificate by PPA's PMAC (Invoice is required).

### **13. PENALTIES**

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Penalties imposed upon delay of the Supplier in completing the project as follows.

- i. For a delay of up to 30 days from the end of the contractual deadline for completing the project, PPA reserves the right to impose a penalty of the sum of one thousand euro (€ 1.000,00) which shall be seized 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.
- iii. Where the penalties amount to the good performance guarantee figure stated in Article 3.8.2 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 seized.
- 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.

### **14. GENERAL TERMS**

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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: NON-DISCLOSURE AGREEMENT

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Subject: Open Tender for the “PROCUREMENT AND REPLACEMENT OF TWO STORAGE DEVICES (SAN) AND FOUR SAN SWITCHES”

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

1. In the context of my participation as Tenderer/Candidate in the tender procedure, I hereby commit and undertake to keep strictly and fully confidential any confidential information which comes to my knowledge in relation to the above Tender; to apply any measures necessary to prevent any unauthorised access to such information; and to not reproduce or disclose such information to third parties.

The above obligations, which are hereby assumed by the Company I represent, shall apply for a term of three

(3) years.

In case I intentionally or negligently fail to fulfil the above commitments and obligations, I shall be liable to indemnify PPA SA for any damage that may arise from such failure.

Piraeus -... -2024

The declarer

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

## ANNEX B: 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 FOR TENDER FOR THE PROCUREMENT AND REPLACEMENT OF TWO STORAGE DEVICES (SAN) AND FOUR SAN SWITCHES "**, 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 C: FORM OF GOOD PERFORMANCE BANK GUARANTEE**

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### **(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 of special courier shall be accompanied by a cover letter issued by the intermediary bank confirming that the signatures appearing on the beneficiary's attached document are authentic and legally binding upon your company. Your written demand and all other correspondence shall be issued in 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 of 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 D: GUARANTEE LETTER OF GOOD OPERATION

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PUBLISHER.....

Date of issuance.....

To: Piraeus Port Authority SA  
Akti Miaouli 10  
185 38 Piraeus

Our Letter of Guarantee No ..... for euro .. ..

Herewith, we guarantee, irrevocably and unconditionally, waiving the right to divide and to require the debtor to pay first, in favor of

{In the case of an individual company: the Company ..... Street ..... Number ..... postcode. ....}

and up to the amount of euro ....., for the good operation of the subject of the contract with no..... that concerns ..... of total value ....., in accordance with the number ..... Call for Tender of PPA S.A..

The above amount of the 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.

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.

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.

The present is valid until it is returned to us or until we receive a written statement of yours citing that we can consider our Bank as being free of any obligation.

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

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.

(Authorized signature)

## **ANNEX E: GUARANTEE LETTER OF PROPER MAINTENANCE**

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(PROVISION OF GUARANTEED AVAILABILITY LEVEL (SLA))

PUBLISHER.....

Date of issuance .....

To: Piraeus Port Authority SA

Akti Miaouli 10

185 38 Piraeus

Our Letter of Guarantee No ..... for euro ... ..

Herewith, we guarantee, irrevocably and unconditionally, waiving the right to divide and to require the debtor to pay first, in favor of

{In the case of an individual company: The Company ..... Street ..... Number ..... postcode. ....}

and up to the amount of euro ....., for the good performance of the maintenance services of the subject of the contract with number ..... concerning the ..... of total value ..... , in accordance with the number ..... Call for Tender of PPA S.A.

The above amount of the 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.

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.

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.

The present is valid until it is returned to us or until we receive a written statement of yours citing that we can consider our Bank as being free of any obligation.

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

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.

(Authorized signature)

**ANNEX F: CURRICULUM VITAE (CV)**
**1. Personal Information (one roll by person should be chosen)**

Field	Details
Roll	<b>Project manager / Qualified executive / IT engineer</b>
Full Name	
Date of Birth	
Contact Number	
Email Address	

**2. Education**

Degree/Certificate	Institution Name	Year of Graduation

**3. Professional Experience, Total years of work experience: \_\_\_\_\_ years.**

Company	Job Title	Tasks Performed	Job duration

**4. Reference persons for each company, including their full name, contact details (email address and phone number)**


**5. Professional qualifications, Certifications & Training**

Certification/Course Name	Institution	Date

## ANNEX G: FINANCIAL PROPOSAL SUBMISSION FORMS

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\_\_\_\_\_ [ Date]

To:

\_\_\_\_\_

\_\_\_\_\_

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [IT EQUIPMENT] in accordance with your Call entitled "PROCUREMENT AND REPLACEMENT OF TWO STORAGE DEVICES (SAN) AND FOUR SAN SWITCHES" **dated** (\_\_\_\_\_) [Date] and our Offer. Our attached Financial Proposal is for the sum of Euros (\_\_\_\_\_) [Amount in words and figures] and is our full and final offer that does not include VAT.

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for six (6) months after the expiry of submission date of the offers according to the tender terms.

We understand you are not bound to accept any Proposal you receive and that we will not be entitled to receive any additional compensation for our proposal and that we will not have a right of renegotiation or reconsideration of this amount.

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

## G.1 FINANCIAL OFFER TABLES

**Note:** \*The maintenance costs (1<sup>st</sup> year, 2<sup>nd</sup> year, 3<sup>rd</sup> year) indicated in Tables G1.1, G1.2, G1.3 refer to yearly maintenance costs after the end of the project warranty period, which (project warranty) shall have a duration of at least 3 Years and shall start with the Project Final Acceptance.

### G.1.1 Equipment

A/A	DESCRIPTION	ITEM NAME	QNT	PRICE [€] Excl. VAT		VAT [€]	TOTAL PRICE INCLUDING VAT [€]	* MAINTENANCE COST [€] EXCLUDING VAT		
				UNIT PRICE	TOTAL PRICE			Year 1	Year 2	Year 3
1	Storage (SAN) 215TB		2							
2	SAN Switches		4							
3	SFPs									
4	.....									
	.....									
				<b>TOTAL</b>	<b>A</b>			<b>A1</b>	<b>A2</b>	<b>A3</b>

\*\*\* Detailed Price list of all items and components consisting storage devices and SAN switches

### G.1.2 Software

A/A	DESCRIPTION	ITEM NAME	QNT	PRICE [€] Excl. VAT		VAT [€]	TOTAL PRICE INCLUDING VAT [€]	* MAINTENANCE COST [€] EXCLUDING VAT		
				UNIT PRICE	TOTAL PRICE			Year 1	Year 2	Year 3
1	Storage System Software Licenses 1		1							
2	Storage System Software Licenses 2		1							
3	.....									
				<b>TOTAL</b>	<b>B</b>			<b>B1</b>	<b>B2</b>	<b>B3</b>

\* Maintenance Cost refers to the years **after** the end of the minimum 3 Years requested Warranty period.

**G.1.3 Implementation Services – Maintenance Services (Design – Installation – Configuration – Migration – Commissioning-Warranty). As described in the Technical document**

A/A	DESCRIPTION	Man Month	PRICE [€]		VAT [€]	TOTAL PRICE INCLUDING VAT [€]	* MAINTENANCE COST [€]		
			UNIT PRICE	TOTAL PRICE			EXCLUDING VAT		
							Year 1	Year 2	Year 3
1	Project Management						X	X	X
2	Planning and Design						X	X	X
3	Hardware Installation						X	X	X
4	System Deployment						X	X	X
5	System Configuration						X	X	X
6	Storage Systems Active-Active Configuration						X	X	X
7	Data Migration						X	X	X
8	Supporting Documentation						X	X	X
9	On-the-job training						X	X	X
10	Technical support services during implementation and three years warranty period						X	X	X
11	*Maintenance Services after the Warranty Period of the Three Years (optional for PPA)	X	X	X	X	X			
12									
<b>TOTAL</b>									

**G.1.4 Other costs (Cables, etc)**

A/A	DESCRIPTION	Qty	PRICE [€]		VAT [€]	TOTAL PRICE INCLUDING VAT [€]
			UNIT PRICE	TOTAL PRICE		
1						
2						
3						
<b>TOTAL</b>						

**IMPORTANT NOTICE:** All Prices referring to the equipment, software licenses and services (G1.1, G1.2, G1.3) will include three years period of Warranty and support.

**G.1.5 Certified Training (optional for PPA)**

A/A	DESCRIPTION	Persons	PRICE [€] Excluding VAT		VAT [€]	TOTAL PRICE INCLUDING VAT [€]
			UNIT PRICE	TOTAL PRICE		
1	Certified Training including Certification	4				
2						
<b>ΣΥΝΟΛΟ</b>						

**G.1.6 Financial Offer Summary Table**

A/A	DESCRIPTION	TOTAL PRICE [€] Excluding VAT	VAT [€]	TOTAL PRICE INCLUDING VAT [€]
1	Equipment (Table G.1.1)			
2	Software (Table G.1.2)			
3	Implementation Services (Table G.1.3)			
4	Other Costs (Table G.1.4)			
	<b>GRAND TOTAL</b>			

**IMPORTANT NOTICE:** Maintenance cost after the three Years Warranty Period must not be added in the Summary Table.