

**PPA S.A. CALL FOR TENDERS FOR THE AWARD OF
SERVICES OF PROJECT MANAGER AND DESIGNER**

Piraeus, Greece

18 January 2017

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Definitions

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

- a) “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;
- b) “Binding Declaration”: refers to the Binding 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 “Binding Declaration”, it is intended that such is effected by certification of the original signature of the signatory;
- c) “Call”: the said document;
- d) “Candidate”: The legal entities/companies submitting participating in the Tender by submitting an Offer;
- e) “Central Protocol”: The office of PPA’s central protocol located at PPA’s premises at 10, Akti Miaouli, Piraeus, Greece;
- f) “Construction Contractors”: the legal entities or any person that will be awarded with a construction contract for the execution of works of CAPEX I;
- g) “Contracting Authority”: is the Piraeus Port Authority S.A.;
- h) “Eligible Bank”: means a bank or credit institution that is lawfully established and operating: (i) in a jurisdiction that is an EU, EEA, OECD or FATF member state or member country; or (ii) in another jurisdiction that has a long-term debt rating of A- (or equivalent) or superior by at least two of Standard & Poor's, Fitch or Moody's;
- i) “PMD’s Agreement”: has the meaning of para. 2.2.1 hereof;
- j) “Interested Parties”: Companies that have an interest to submit a binding Offer;
- k) “Evaluation Committee or Committee”: is the committee awarded with the authority to unseal and evaluate the Offers;
- l) “Financial Proposal”: has the meaning of para. 7.2 hereof;
- m) “First CAPEX Period or CAPEX I”: has the meaning defined in para 2.4.2 below hereof;
- n) “Folder of Offer”: has the meaning of para. 8.2 hereof;

- o) “Guarantee Amount”: has the meaning of para. 6.1 hereof;
- p) “Offer”: The offer to be submitted by the Candidates in the frame of this Tender and/or the main folder of the offer which includes three sub-folders: (i) the Participation Supporting Documentation, (ii) the Specialised Knowledge and the Evidence of Expertise and (iii) the Financial Proposal;
- q) “PPA”: The society anonyme under the corporate name “Piraeus Port Authority S.A.”;
- r) “Project”: the overall services of a Project Manager and Designer that will be according to the process described herein;
- s) “Project Team”: the team of the Candidate’s personnel that will be occupied in the Project, as per para. 7.1 (ii) hereof;
- t) “Second CAPEX Period or CAPEX II”: has the meaning defined in para a hereof;
- u) Sub-contractor: has the meaning of para. 2.3.3 hereof;
- v) “Technical Proposal”: has the meaning of para. 7.1 hereof;
- w) “Temporary PMD”: has the meaning of para. 9.1.5 hereof;
- x) “Tender”: the tender process described in this document;
- y) “Tender Bank Guarantee”: has the meaning of para. 6.1 hereof;

Capitalised terms referring to the 2016 HRCA and not defined herein shall be used as defined in the 2016 HRCA.

1. IN GENERAL

1.1 Preamble

1.1.1 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 geographic location of the Port of Piraeus makes it a vital transportation, trade and supply, tourism and communications hub connecting the Greek islands with the mainland, as well as being an international centre of marine tourism and the commercial carriage of goods. The position of the Port of Piraeus is conducive to its operation both as a port for the wider area of Greece and for the Balkans and Black Sea countries.

1.1.2 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 currently designated pursuant to Decisions Δ18/7.8.2013 (Government Gazette B' 2038/22.8.2013) and Δ18/9.9.2013 (Government Gazette B' 2330/17.9.2013) of the Minister of Finance (Piraeus Free Zone).

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

1.2.1 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).

1.2.2 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 of 67% in the share capital of PPA. In August 2016 (hereinafter: Closing I day), after the satisfaction of certain conditions precedent, the SPA was effected by the execution of the transaction and the transfer of PPA's majority shares from HRADF to COSCO HK Ltd. On Closing I, PPA ceased to be a state-owned company and since that day it is a private-owned company.

1.3 The HRCA

1.3.1 Pursuant to the enabling provisions contained in the thirty-fifth article of Law 2932/2001 (Government Gazette A' 145/27.7.2001), the Hellenic Republic and PPA entered into a concession agreement on 13 February 2002 (2002 HRCA). In the 2002 HRCA, the Hellenic Republic granted PPA the exclusive right of use and exploitation of the land, buildings and infrastructure comprising the Port of Piraeus, for an initial term of forty years, and subject to further terms and conditions. Certain amendments to the 2002 Agreement, including the extension of the concession's term by ten years, were authorised on behalf of the Hellenic Republic by virtue of a joint ministerial decision on 19 November 2008 (Government Gazette B' 2372/21.11.2008). These amendments were agreed upon in an addendum to the 2002 Agreement executed between the Hellenic Republic and PPA on 18 November 2008 (the 2008 HRCA). The 2002 Agreement, as amended by the 2008 Addendum (together the Old Concession Agreement), was subsequently ratified by virtue of the first and third article of Law 3654/2008 (Government Gazette A' 57/3.4.2008).

1.3.2 Against the background of the upcoming Privatisation Process and as envisaged and permitted by the Old Concession Agreement (including, without limitation, article 15.1(iii) thereof), the HRADF addressed a formal invitation to PPA, dated 25 July 2014, inviting PPA to engage in negotiations with a view to agreeing on appropriate modifications to the Existing Concession Agreement, so as to align it with the anticipated transfer of a controlling interest in PPA to the preferred investor. The Hellenic Republic and PPA engaged in good faith negotiations (which included deliberations at the level of a preparatory joint committee constituted by representatives of PPA, the Ministry of Marine and Island Policy, the Ministry of Finance) as well as subsequent re-negotiations, resulting in the finalisation and conclusion of a new amendment of the Old Concession Agreement (hereinafter: the 2016 HRCA), which was finally signed by the parties on 29/6/2016 and ratified by law 4404/2016 (Government Gazette A' 126/8.7.2016).

2. CONTRACTING AUTHORITY – SCOPE OF TENDER

2.1 *The Contracting Authority*

2.1.1 The Contracting Authority is PPA.

2.1.2 The address to which the offers are submitted is:

Piraeus Port Authority S.A.

Central Protocol

10, Akti Miaouli

185 38, Piraeus, Greece

2.2 *The current process (hereinafter: the Tender)*

2.2.1 The scope of the Tender shall be the entering of PPA into a consultancy Agreement with the Project Manager and Designer (hereinafter: the PMD) who will be responsible for all necessary actions required for the compilation and approval of project design studies, the supervision of project construction and the effective application of the 2016 HRCA provisions.

2.2.2 This Call for Tenders is available at the Technical Directorate of PPA (10, Akti Miaouli, 185 38, Piraeus, Greece, Information by Mr Pantelis Kazatzis) during working days and hours. Therefore, Interested Parties may also receive (if they wish) a hard copy of the Call for Tenders, until 7 days (included), prior to the expiry of the time limit for the submission of offers, from the above directorate.

2.2.3 Interested Parties may receive additional information or clarifications in relation to this call for Tender, by submitting questions up to 6 days (included) prior to the expiry of the time limit for the submission of offers in writing to the Technical Directorate of PPA by fax at +30 2104550187 or by e-mail at: procurement@olp.gr/kazatzisp@olp.gr. After the lapse of the above time limit no other communication or request for clarification as to any terms of the Call for Tenders may be acceptable. Written responses by PPA S.A. are notified to all Interested Parties until 2 days (included), prior to the expiry of the time limit for the submission of offers. Candidates are not allowed to refer to verbal responses or clarifications by PPA S.A.

2.2.4 The Offers must be submitted no later than 15:00 hours (Greece time) of Monday, 13 February 2017, at the Central Protocol of the Contracting Authority at 10, Akti Miaouli, Piraeus. The competent employee to provide further information in relation to the submission process is Mr. Pantelis Kazatzis, tel: +30 2104550189, fax: +30 2104550187, e-mail: procurement@olp.gr / kazatzisp@olp.gr.

2.2.5 PPA, at its absolute discretion and without any penalty, has the right to cancel or repeat the Tender at any stage of the procedure and, in particular:

- a) due to irregular conduct, if such irregularity affects the outcome of the procedure;
- b) there was no adequate competition¹;
- c) if the outcome is justifiably deemed to be non satisfactory;
- d) if there has been a change of needs in relation to the project to be awarded;
- e) if none of the Candidates submitted the required documents;
- f) the price quotations are obviously and clearly excessive².

2.2.6 PPA may also cancel the outcome of the Tender and to resort to the procedure of negotiations, when there is an emergency cause, which is not due to PPA.

2.2.7 Since PPA is a private-owned company and due to the immense importance of the prompt and adequate completion of CAPEX I (both for PPA and the Hellenic Republic and consequently for the public interest) no objections in relation to the content of this Call (if submitted), that could unreasonably delay the process of selection of the PMD, will be examined by PPA.

2.3 Eligible Candidates

2.3.1 Eligible to participate in the Tender are companies or natural persons satisfying the following requirements:

2.3.1.1 *Registration with professional registries*

Candidates/natural persons should be registered with Greece's Technical Chamber (Techniko Epimelitirio Ellados - TEE) or relevant professional register within the European Union or the WHO.

Candidates/Companies should be registered with a professional register in Greece, EU or WHO with scope of works relevant to the Project and possess the legal right to draft, sign and submit Technical Designs."

¹ Competition will be deemed to have been insufficient if significantly fewer bids reach the evaluation phase than would have been expected given the breadth of the market, or the prices quoted appear clearly excessive, or price-fixing arrangements have obviously been made.

² Where price quotes are clearly excessive it is possible to enter into price negotiations with the first ranked bidder subject to prior cancellation of the tender procedure.

2.3.1.2 Previous experience

Candidates or members of the Candidates must have proven an at least 15-year experience in studies designing and supervision of civil works as well as an at least 15-year experience in studies designing and supervision of harbor works.

2.3.1.3 Similar projects

Candidates must have carried out projects in port infrastructure works sector as Technical Consultants and these projects should amount:

- a. not less than, cumulative, one hundred fifty million euros (150,000,000.00 €) in the last ten years.
- b. not less than, cumulative, one hundred million euros (100,000,000.00 €) in the last five years and one (1) of these projects should have construction budget not less than fifty million euros (50,000,000.00€).

2.3.2 Eligible are also joint ventures between two or more parties. In case of joint ventures the criteria prescribed in para. 2.3.1.1 should be fulfilled by all the parties consisting the joint venture, while the requirement of paras. 2.3.1.2 and 2.3.1.3 should be fulfilled by combination of the parties consisting the joint venture.

Subcontracting is permitted only in relation to a part of the Project that will correspond, in total, up to 30% of the fee paid for the services requested herein. Subcontractor(s) should meet the criteria prescribed in paras. 2.3.1.1 and 2.3.1.2 as if they were Candidates themselves. Candidates' intention to award a subcontracting contract for part of the Project must be declared, disclosed and described in the Candidates' Offer, as provided herein.

2.4 PPA's CAPEX PLANS

2.4.1 Pursuant to Section 7 of the 2016 HRCA, PPA shall implement, a ten (10) year mandatory CAPEX plan in respect of two separate CAPEX Periods (as defined below in paras 2.4.2 and a), detailing binding priority investments (Mandatory Enhancements) as well as corresponding estimated investment amounts for such period.

2.4.2 The First CAPEX Period commenced on the 10th of August 2016 and will expire on the day immediately prior to the fifth (5th) anniversary thereof. During the First CAPEX Period, PPA shall undertake the Mandatory Enhancements outlined in ANNEX 7.2 of the 2016 HRCA (hereinafter: the First Mandatory Enhancements) and presented below in table 2.4.3. Within the First CAPEX Period PPA shall implement the following First Mandatory Enhancements, summing up to an aggregate reference cost of EUR 293,783,800.00 and the Additional Enhancements with cost EUR 87,000,000.00 summing up to EUR 380,783,800.00.

Table 2.4.2 – The 2016 HRCA Mandatory Enhancements

No.	Mandatory Enhancement	Reference Cost (in EUR)	PPA Participation (in EUR)
1	Passenger Port Expansion (Southern Zone Phase A)	136.283.800	5.451.352
2	Repair of Pier I RMG yard area and cranes	8.000.000	8.000.000
3	Conversion of Pentagonal Warehouse into Cruise Passenger Terminal	1.500.000	1.500.000
4	Underground Linkage of Car Terminal with Former ODDY Area	5.000.000	5.000.000
5	Port Infrastructure Improvement and Maintenance	15.000.000	15.000.000
6	Supply of Equipment	25.000.000	25.000.000
7	Dredging of Central Port	8.000.000	8.000.000
8	Studies	5.000.000	5.000.000
9	Construction of New Oil Pier	15.000.000	15.000.000
10	Car Terminal Expansion (Herakleous)	20.000.000	20.000.000
11	Improvement Infrastructure of Ship repair Zone (incl. floating docks)	55.000.000	55.000.000
No.	Additional Enhancement	Reference Cost (in EUR)	PPA Participation (in EUR)
12	Development of Logistics Center at ex-ODDY area (80.000sqm)	60.000.000	60.000.000
13	Construction of two five level car parking buildings 75.000sqm each in the G2 area	27.000.000	27,000,000
	Total	380.783.800	249.951.352

The above projects are separated in two categories of First Mandatory Enhancements, namely those identified as Priority I (hereinafter: the Priority I First Mandatory Enhancements) and those identified as Priority II (hereinafter: the Priority II First Mandatory Enhancements), and in one category of Additional Enhancements, where:

- a. The following mandatory enhancements are identified as **Priority I First Mandatory Enhancements**.

Mandatory Enhancement	Total Investment Costs (in EUR)	Participation PPA (in EUR)
No. 1, 2, 7, 9, 11	222.283.800	91.451.352

- b. The following mandatory enhancements are identified as **Priority II First Mandatory Enhancements**.

Mandatory Enhancement	Total Investment Costs (in EUR)	Participation PPA (in EUR)
No. 3, 4, 5, 6, 8, 10	71.500.000	71.500.000

- a. The following mandatory enhancements are identified as **Additional Enhancements**.

Additional Enhancement	Total Investment Costs (in EUR)	Participation PPA (in EUR)
No. 12, 13	87.000.000	87.000.000

2.4.3 The Second CAPEX Period shall commence on the fifth (5th) anniversary from the 10th August 2016 and will expire on the tenth (10th) anniversary from the 10th August 2016. Within the Second CAPEX Period, PPA undertakes Mandatory Enhancements (hereinafter: the Second Mandatory Enhancements) with an aggregate reference cost (excluding VAT) for all Second Mandatory Enhancements equal to the sum of:

- € 56,000,000 (in words: fifty-six million Euro); plus
- an amount equal to the shortfall amount of the First CAPEX Period.

3. CONTRACTING AUTHORITY – SCOPE OF TENDER

3.1 Scope of Work

3.1.1 The PMD shall be engaged in the assignments set out below:

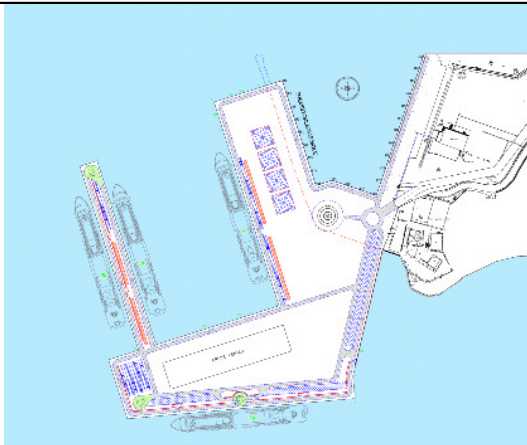
a. Works stemming from the 2016 HRCA

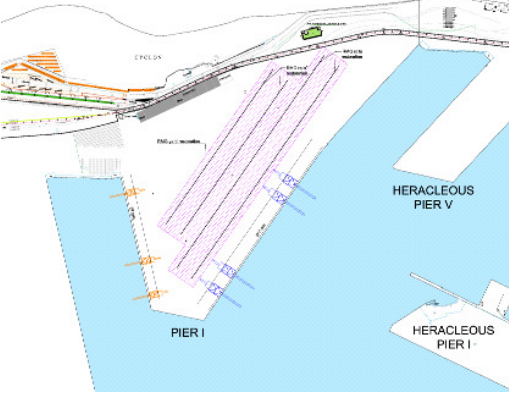
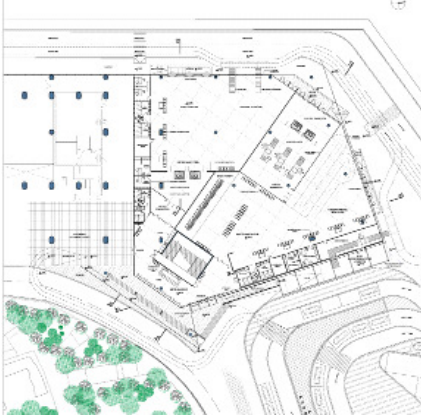
The PMD should effectively work for the compilation of the following assignments under the supervision and final approval of PPA's Projects Department.:

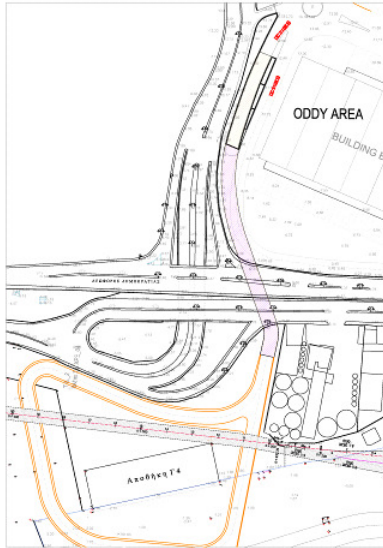
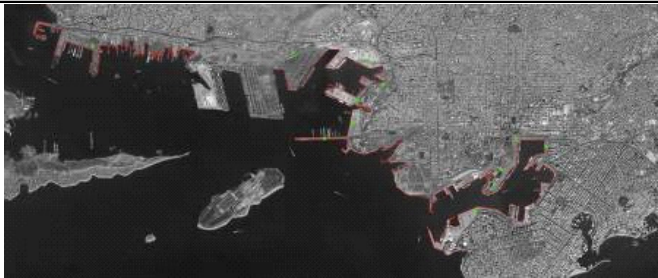
- i. Preparation of the Initial Master Plan (see para. 6.2. under a, i 2016 HRCA) and preparation of the Updated Master Plan (if required, see para. 6.2 under a, ii 2016 HRCA);
- ii. Submission of the Initial Master Plan (and every possible updated necessary, see para 6.2 under e 2016 HRCA);
- iii. Submission of the Initial Port Development Plan (see para. 6.3 under a, i 2016 HRCA);
- iv. Submission of the updated Port Development Plan (see para. 6.3 under a, ii 2016 HRCA);
- v. Submission of the Initial Draft Port Development Plan (see para. 6.3 under c, i 2016 HRCA);
- vi. Submission of the updated Draft Port Development Plan (if required) (see para. 6.3 under c, v 2016 HRCA);
- vii. CAPEX Period Planning (see para. 7.16 2016 HRCA);
- viii. Preparation and submission of the Draft Detailed Design for every CAPEX period (see para. 7.6 2016 HRCA);
- ix. Preparation of the Draft Detailed Design for the Cruise Extension Project (see para. 7.6 and 7.14 2016 HRCA);
- x. Compilation of a punch list for each Mandatory Enhancement (see para. 7.9 under c 2016 HRCA);
- xi. Submission to the Hellenic Republic of the proposed draft tender documents or draft order documents (Draft Procurement Materials/refers to the procurement of equipment or other assets rather than the performance of works, see para. 7.11 under a 2016 HRCA);
- xii. Development of a Maintenance Strategy for the existing infrastructure (see para. 8.5 2016 HRCA).



b. Works for the Construction of Mandatory & Optional Projects

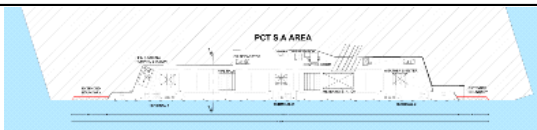
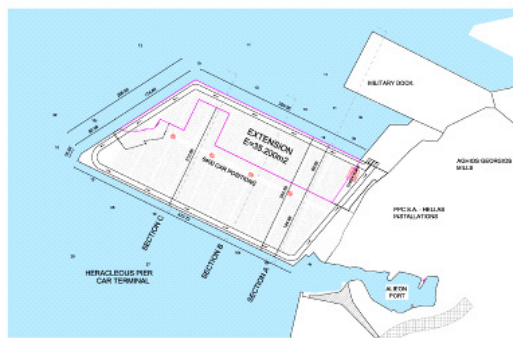
The following works breakdown refers to the assignments and tasks to be completed for the first CAPEX period regarding the mandatory and optional projects:

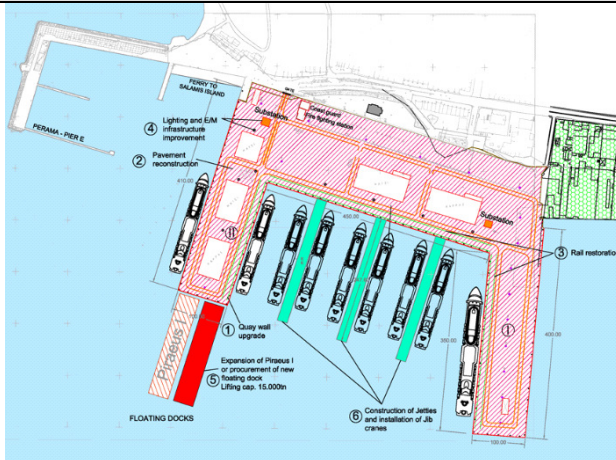
No.	Mandatory Enhancement	Reference Cost (in EUR)	Indicative Drawing
1	Passenger Port Expansion (Southern Zone Phase A)	136.283.800	
	Short Description	<p>The scope of the project is to expand the existing cruise terminal towards the south, in order to create four (4) additional berthing positions for cruise vessels. The total quay wall will be approximately of 1.510m length with variable depth from -19.00 to -29.50m.</p> <p>More specifically, there are two berthing positions on the inner side of the new cruise terminal (no.1 & no.2) and two seasonal on the outer side (no.3 & no.4). The quay walls will be constructed with reinforced concrete caissons and piles. On the quay walls all necessary equipment will be installed (bollards, fenders, stairs, quay wall steel protection) and network infrastructure will be constructed (water supply, power supply, firefighting network). The yard area, where all passenger facilities will be located, is designed to be 134.300m². This area will be comprised of parking areas, covered areas for protecting the passengers from the weather conditions while embarking and disembarking from the vessels, bus stations, moving walkways and the cruise center.</p> <p>The "Home Port" cruise center will be designed to serve the on-coming and off-going passengers along with the transit passengers. The total area will be approximately 10.000m², extending in two (2) levels. The lower level will accommodate all passenger services (baggage handling system, customs office and document control), and the upper level will include all recreational facilities, ie restaurants, duty-free shops, etc.</p>	


2	Repair of Pier I RMG yard area and cranes	8.000.000	
	Short Description	<p>The Container Terminal Pier I, which is located on the eastern part of the Commercial Port and has total area 220.000m². The quay walls are approximately of 1.636m length with variable operational depth from -12,50m to -18,00m.</p> <p>The terminal has been constructed in two (2) phases, the first phase during 1970-1975 and the second one in 2007-2009. The stacking cranes are RMGs and Straddle Carriers, while the handling equipment comprises of Empty Container Handlers, Reach Stackers, Terminal tractors, Top Lifts and Container Movers. Along the quay wall a harbor mobile crane is operating. At the yard area, the stacking capacity is six (5+1) containers per height.</p> <p>The terminal is operating since 2010, however there have been significant damages in the pavement and the rails of RMGs. Major settlements have been also recorded in the land area of the terminal, exceeding by far the expected and affecting severely the operation of the terminal.</p>	
3	Conversion of Pentagonal Warehouse into Cruise Passenger Terminal	1.500.000	


	Short Description	Conversion of pentagonal warehouse into a cruise passenger terminal of PPA with area approx. 2.700m ² . The building needs exterior and interior renovation for serving the new purpose of use.	
4	Underground Linkage of Car Terminal with Former ODDY Area	5.000.000	
	Short Description	This project aims at the underground connection of ex-ODDY area, which is located at the north of G2 car terminal, with the commercial terminal and unification of customs' area. PPA intends to develop the ex-ODDY area, by constructing new logistics center and formatting the surroundings. The connection of this area to G2 existing car terminal, is of great importance for the operation of the logistics business, as it will extend the customs area to the new logistics center. The connection will be underground (tunnel) made of reinforced concrete. The construction method that will be applied is the "Cut and Cover" methodology, which is the most efficient method for the partial construction of the road. The net height will be according to the EU transportation regulations and best practices, of 5,00m. Additionally, all necessary facilities, network infrastructure and safety measures will be constructed.	
5	Port Infrastructure Improvement and Maintenance	15.000.000	

	Short Description	Throughout the coastal zone of PPA area, there are damages seeking restoration. A monitoring, assessment and evaluation of the total area is needed. For securing the service level, there are also some upgrades that should be executed partially, including but not limited to: <ol style="list-style-type: none"> 1) Maintenance of port infrastructure (coastal line and land area) 2) Renovation of substations 3) Increase of the port power capacity 4) - Renovation of buildings 	
6	Supply of Equipment	25.000.000	
	Short Description	Supply of equipment required for the upgrade of PPA areas. Such equipment may refer to: <ol style="list-style-type: none"> 1) Quay cranes 2) Stacking cranes 3) E/M equipment (transformers etc.) 4) Terminal Trucks The project budget also may include: <ol style="list-style-type: none"> a) Restoration of existing cranes (quay and stacking) b) Maintenance of existing cranes (quay and stacking) 	
7	Dredging of Central Port	8.000.000	

	Short Description	The scope of this project, operation wise, is the removal of excess material that has been transferred to the central port seabed, resulting in the reduction of the quay walls' operational depth and locally creation of ditches on the seabed. The dredging material will be disposed at a sea area, indicated and approved by the Central Port Authority. The quantity of the material that has to be dredged is estimated at 250.000 - 300.000m ³ , but the exact number will be evoked by the execution of new bathymetric measurements. Moreover, chemical tests will be executed to determine the substance of the material.	
8	Construction of New Oil Pier	15.000.000	
	Short Description	<p>The New Oil Terminal is located in the southern side of Pier III, SEMPO N.Ikonio Perama. The total land area is approx. 12.800m² with quay wall of 350,00m length. The pipping passage of the three oil companies will be underground through a rectangular shape culvert, made of reinforced concrete with an approximate length of 825,00m, connecting the south and north sides of Pier III. In the northern part of Pier III, the tie-ins of pipes are located. The designed infrastructure follows the international and EU specifications such as the ASME, API, IEC, NFPA. On the quay walls there shall be construction of upper structures incorporating all necessary components (bollards, rings, fenders, stairs, quay wall steel protection).</p> <p>For the New Oil Terminal to work properly some supporting facilities & buildings should be constructed, according to the technical study. These facilities include:</p> <ol style="list-style-type: none"> 1) Steel racks for the pipes 2) Weather shelters for the pipes 3) Pump station for the firefighting network 4) Metering station 5) Control room 6) Drainage network 7) Other supporting structures 	
9	Car Terminal Expansion (Herakleous)	20.000.000	

	Short Description	<p>This project refers to the extension of the existing Herakleous Pier I, which is currently used for ship repair activities. The existing pier expands in a surface of 69.231m² and is located in the southern part of the commercial port. The dimensions of the extension area are approx. 360m length and 99.55m width. The construction process should take into account the need to diminish the disturbance caused by the conversion of the Herakleous Pier I, currently used for ship repair activities, into a car terminal. The new general layout corresponds to a surface of 110.000m² with a quay wall length of 1.100m at an operational depth of the terminal is -12,50m (from mean sea level),. The Pier new capacity will amount up to 5.400 car positions. The west quay wall of the new pier stretches along a 175m distance. The capping beam is enhanced with all required marine equipment, such as bollards, fenders, ladders, fire-fighting/ water supply shafts etc. At the same time the sub-base and base layers are formed in the yard area and heavy-duty concrete pavements are constructed on top. The construction phase also comprises the construction of all electromechanical networks, the installation of automation equipment, ICT infrastructure etc.</p>	
10	Improvement Infrastructure of Ship repair Zone (incl. floating docks)	55.000.000	
	Short Description	<p>The existing ship repair zone of Perama consist of two (2) Piers (East and West) and a wharf between them., with total quay wall length 2.070m. The floating docks Pireas I (15.000dwt) and Pireas II (4.000dwt) have been installed at the North-West pier, for ship repairing activities. The total terminal i.e. infrastructure, (E/M networks etc.), the crane rails, the pavements and the buildings of the pier are in poor condition due to insufficient maintenance. The project includes but is not limited to:</p> <ol style="list-style-type: none"> 1) Quay walls upgrade 2) Pavement reconstruction 3) Crane Rails 4) E/M installations-network 5) Floating dock 	

	Short Description	<p>The existing ship repair zone of Perama consist of two (2) Piers (East and West) and a wharf between them., with total quay wall length 2.070m. The floating docks Pireas I (15.000dwt) and Pireas II (4.000dwt) have been installed at the North-West pier, for ship repairing activities. The total terminal i.e. infrastructure, (E/M networks etc.), the crane rails, the pavements and the buildings of the pier are in poor condition due to insufficient maintenance. The project includes but is not limited to:</p> <ol style="list-style-type: none"> 1) Quay walls upgrade 2) Pavement reconstruction 3) Crane Rails 4) E/M installations-network 5) Floating dock 6) Jetties and Jib cranes 	
No.	Optional Enhancement	Reference Cost (in EUR)	Indicative Drawing
1	Development of Logistics Center at ex-ODDY area (80.000sqm)		
	Short Description	<p>This project refers to the reformation of ex-ODDY area of 80.000m² surface to a new logistics center with connection to Car Terminal G2. The new logistics centre will be comprised of 2 buildings of total area 50.000m². The surrounding area should be formatted and traffic study should be conducted and executed for the underground connection.</p>	

	Construction of two five level car parking buildings 75.000sqm each in the G2 area	27.000.000	
	Short Description	<p>The project regards the construction of a five-level parking building in the car terminal area. The project is a steel-structure building that possesses inherent structural flexibility, that can be constructed in two (2) phases and can be partially expanded according to the operational needs; in its full capacity, the parking building will provide 150.000m2 of area to be utilized. The main frame of the building will be of steel elements, the sides of the parking building will be covered with cladding panels and the pavement will be constructed with in-situ concrete for industrial use. The building will be also equipped with electromechanical installations and automation technologies. The surrounding area will be landscaped according to the study.</p>	

3.1.2 The said services should be offered within the first CAPEX period. The first CAPEX period will last for five years with a 2-year possible extension if required.

3.1.3 The PMD might be requested to provide the same services (under the same terms and conditions as per First CAPEX Period), throughout the second CAPEX Period, in accordance with a PPA's option right, which will be exercised by the latest at its sole and absolute discretion, without challenging its right to terminate the PMD's Agreement at the lapse of the first CAPEX Period. The PMD's remuneration for the second CAPEX Period will be specifically agreed by the counterparties on a proportionate, to PMD's remuneration for the first CAPEX Period, basis and in the frame of a supplementary agreement.

3.2 *A more detailed description of the tasks to be carried out by the PMD*

More analytically, the services to be provided to PPA by the PMD shall consist in:

- i. Compilation of design studies in final or implementation stage, according to the specifications for every category of study, set in PD 696/1974 , including drawings, calculations, issues and technical description;
- ii. Compilation of the project file for approval of the study and the permits of works;

- iii. Preparation of the file and submit the application for all necessary permits/approvals relating and pertaining to the PMD's designs, as required under the laws of Greece and in compliance and coordination with the requirements of various relevant authorities, as far as the design, commencement, development, and completion of the project is concerned. Such permits / approvals include, but are not limited to, the building permits, including fire department clearance, and other special requirements following submission of the approved building plans for the structures under the project;
- iv. Preparation and submission of reports or technical information to the authorities, if officially require and support PPA in technical matters;
- v. Management services regarding the preparation and checking of the required studies and designs and checking of the cost estimates of the works;
- vi. Preparation of the Construction Time Schedule for the projects (milestones, baseline-worst-best case scenario);
- vii. Participation, - if required - with PPA, in the meetings with the Greek Authorities and in the negotiations, particularly in technical matters, examination of existing studies, and checking of the technical matters provided by PPA's New Constructions Department;
- viii. Coordination of all technical associates;
- ix. Proposal of the type of contract required for the efficient and smooth implementation of each project;
- x. Preparation of all tender documents, including Special Specifications, Technical Description, Bills of Quantities or Schedule of Rates and a revised estimation of costs;
- xi. Establishment in cooperation with PPA of the Summary Time Schedule, including Main Milestones, for the implementation of works, according to Master Plan and CAPEX time schedule and other obligations stemming from the 2016 HRCA;
- xii. Response to tender queries and provision of any supplementary information, documents and drawings during the tender process, if required;
- xiii. Preparation of the draft contract documents for the engagement of each contractor;
- xiv. Construction Project Management;
- xv. Quality control audits, environmental impacts, structure safety etc.;
- xvi. Control of payments;
- xvii. Supervision of works and ensuring the accurate application of the design;

- xviii. Monitoring of the progress of project works and reporting to PPA;
- xix. Compilation of quantitative progress certificates related to “covered” works;
- xx. Checking of the interim and final accounts of the Contractor, in order to forward them for approval;
- xxi. Compilation of quantitative progress certificates relating to the various items of the Price Schedule Breakdown for the construction;
- xxii. Pursuing the completion procedure for each project, including the works’ completion report, the pending issues list if applicable and the notification report for the project completion.
 - a) Devising procedures and drawing up documents - forms to support the monitoring of works, and elaborating a Master Schedule together with a Work Breakdown Structure – WBS.
 - b) Checking the completeness and maturity of designs and other procedures relating to the maturity of projects, and submitting related reports to the PPA with recommendations for corrective interventions.
 - c) Analyzing and documenting all contractual time-limits and actions and regularly monitoring their observance.
 - d) Monitoring the possibility of completing the construction works of the investment plan according to the estimates-projections of design engineers and/or construction contractors within the time-frame for completion.
 - e) Monitoring and reporting to PPA the progress of the project on a continuous basis and updating the time-schedule with actual project performance data, and controlling any impact along the project’s critical path by using the proper program (MS Project etc.)
 - f) Carrying out a “planned vs. actual” comparative evaluation where the time-schedule is concerned.
 - g) Proposing corrections in order to meet as much as possible the projects’ time objectives and to optimally organize the performance of works (construction sequence) and the use of production means (resources).
 - h) Preparing detailed monthly, quarterly and annual reports on the progress of works.
 - i) Providing support in contract management, especially where more specific issues are concerned such as delays, deviations from scheduled work flows, acceleration or suspension of works, change of circumstances, variations, contractors’ claims, and so forth.

- j) Cooperating with PPA for all contractual or statutory time-limits for the timely exercise of rights such as appeals, recourse to arbitration or other remedies.
- k) Participating in meetings with PPA, as well as with Contractors and all other parties involved, such as Sub-Contractors – Mechanical Engineers, Technical Consultants, etc.
- l) Submitting reports on the progress of actual costs (outflows), the ongoing monitoring the works' budget, and projections - estimates regarding delivery of the project.
- m) Identifying and dealing with issues problems that arrive from the Contractor or the Sub Contractor that may put at risk the timely completion of each sub-project (administrative weaknesses, lack of know-how, technical shortcomings, design shortcomings, legal or judicial bottlenecks and delays, management weaknesses, etc.) by taking appropriate action and submitting proposals which must be timely brought to the attention of the PPA.

4. COOPERATION WITH OTHER INVOLVED PARTIES

In addition to the appointment of the PMD in accordance with the provisions of the 2016 HRCA, PPA intends to also appoint, in relation to all projects of the First Mandatory Enhancements (a) an Independent Engineer (hereinafter: the IE) in accordance with the provisions of 2016 HRCA and the tasks set forth herein, and (b) another suitable consultant to act as a Specifications Consultant and Supervisor (hereinafter: the SCS).

PMD and their employees shall endeavour to ensure good cooperation with the IE and the SCS as well as with PPA's personnel, advisers, contractors and Sub-contractors. The PMD and their employees shall undertake to cooperate in an appropriate manner with PPA's personnel, with other consultants and specialists engaged in the projects, insofar as these have an impact on project activities.

For the duration of the PMD's Agreement, the PMD, their representatives and their employees shall refrain from any interference whatsoever in the internal affairs and operation of PPA, in particular with the satisfaction of PPA's obligations under the 2016 HRCA. The way in which PMD will conduct their activities shall not substitute PPA and shall not give the impression of supervision or control on PPA's operation and limitation of their rights.

The PMD, their representatives and their employees must not have any direct or indirect relation with the IE and the SCS, which may give rise to a conflict of interest.

5. EXCLUSION CRITERIA

5.1 Personal Situation Criteria

A Candidate, shall be disqualified, if:

- a) by means of a final decision of a criminal court has been proven to have committed criminal offences in any jurisdiction, which are related to its professional or business conduct, is not permitted to take part in the Tender, and consequently shall be disqualified. This disqualification criterion also applies to the Candidates' legal representative(s). Offences related to professional or business conduct include (but are not limited to) embezzlement, extortion, forgery, perjury, fraudulent bankruptcy and, additionally;
- b) it has been declared or has become bankrupt, insolvent or otherwise unable to pay its debts or has admitted in writing its inability generally to pay its debts as they become due, made a general arrangement or composition with or for the benefit of its creditors or a competent authority in any relevant jurisdiction: (i) has it placed in any other formal process of relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights in general (in Greece see Law 3588/2007-Bankruptcy Code, as in force); (ii) appoints an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or (iii) has a distress, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets at the date of submission of the Tender;
- c) they have not fulfilled or otherwise come to a lawful arrangement in respect of any material obligations relating to the payment of social security contributions, to the extent applicable;
- d) they have not fulfilled or otherwise come to a lawful arrangement in respect of any material obligations relating to the payment of taxes, to the extent applicable;
- e) they are guilty of serious misrepresentation in supplying the information required under this Section or have not supplied such information; and/or
- f) they have been found guilty of making false representations or to have neglected to submit required information in accordance with the law of the country where the Candidate is incorporated.

5.2 *Conflict of interest*

Candidates and their major shareholders or key personnel of the Project Team, must not have, or had had over the past ten (10) years, a relationship or connection with PPA that gives rise, according to the Contracting Authority's opinion, to a conflict of interest.

5.3 *Subcontractors and Joint Ventures*

The exclusion criteria of paras. 5.1 and 5.2 should be met by every party of the Joint Venture acting as Candidate pursuant to para. 2.3.2 as well as by the Subcontractor(s) pursuant to para. 2.3.3.

6. TENDER BANK GUARANTEE OR GUARANTEE AMOUNT

- 6.1** **Candidates**, when submitting their offers, must (a) provide a Tender Bank Guarantee issued by an Eligible Bank, in accordance to Annex A, of one hundred and fifty thousand Euros (150,000.00€) or (b) provide the necessary documentation that an equal, to the Tender Bank Guarantee, amount of one hundred and fifty thousand Euros (150,000.00€) has been deposited, transferred and was made available as guarantee (hereinafter: the Guarantee Amount) for the participation of the Candidate in the Tender, in one of the following PPA's bank accounts:

	GR1501101900000019050500651
	GR71 0140 1250 1250 0232 0006 462
	GR4902600250000440201113841
	GR85 0172 1140 0051 1403 2172 486

- 6.2** The Tender Bank Guarantee will be released or the Guarantee Amount will be returned by PPA to unsuccessful Candidates within ten (10) working days from the completion of the Tender and to the successful Candidate upon signature of the PMD's Agreement. The above guarantee (irrespective of its type) will be called upon if the Candidate does not fulfil all obligations stated in its tender.

IMPORTANT NOTE 1:

The successful Candidate will also be asked to provide a performance guarantee of 5% of the amount of the contract at the signing of the PMD's Agreement, with an initial validity for one year and an obligation for its consecutive and uninterrupted renewal. This guarantee must be provided together with the return of the countersigned PMD's Agreement no later than 30 days after the successful Candidate receives the contract signed by the contracting authority. If the Temporary PMD fails to provide such a guarantee within this period, the PMD's Agreement will be

considered to be void and a new contract may be drawn up and sent to the Candidate which was ranked second.

7. THE PROPOSAL FOR THE EXECUTION OF THE PROJECT

7.1 The Technical Proposal

The Technical Proposal should include the following information:

- (i) A description of the methodology and work plan for performing the assignment of the services of the PMD, aiming to demonstrate that the Candidate:
 - has the capacity to accomplish the work in the required time, taking into consideration all pending contractual obligation of the Candidate;
 - has adequate staff for this Project;
 - their current workload allows the adequate and prompt delivery of the required services;
 - understands the Project;
 - has demonstrated understanding of key elements of the Project;
 - has a correct overall approach to the Project;
 - has recognized and identified the special circumstances of the Project;
 - has provided logical approach to tasks and issues of the Project;
- (ii) The list of the proposed Project Team by speciality and the organization of the Team i.e. the tasks that would be assigned to each Project Team member and their timing. Candidates must include in their proposals (based on their previous experience in similar tasks and projects) their own perception of the most appropriate and suitable team organization in order to accomplish all PMD's tasks, and such team shall consist of all necessary key as well as secondary personnel, who shall discharge their respective duties as required by the Project's needs and by the scope of services under the PMD's Agreement, such as (indicatively, but not limited): Team Leader, Architects, Civil/Structural Engineers, IT – Experts, Systems/Utilities Experts, Quality Assurance/Quality Control Experts, Environmental Experts, Contract Administrators, Administrative Assistants etc. All key and other PMD's personnel must possess significant experience in the field of their corresponding expertise in similar types of projects/assignments.

IMPORTANT NOTE 2:

I) During the selection of the Project Team and the preparation of their Offers, Candidates should consider the following conditions that will also be reflected in the PMD's Agreement:

- a. PMD's Project Team will not differ from the one proposed with the PMD's-Candidate's Offer in the tender process. The PMD's Project Team in accordance to the Tender Work plan Organization shall comply with the site-team during the entire period of the contract. PPA will inspect monthly the abovementioned compliance in order to verify the provided consultancy services and to process the respective payments.
- b. Replacement of key personnel (i.e. Head of the team and deputies) shall be considered only in unavoidable circumstances.
- c. If instructed by PPA in writing to replace any agent, employee or representative, the PMD shall immediately arrange for replacement of the relevant person with a person of appropriate suitability and competence as approved by PPA. The cost of such replacement shall be borne by the PMD.
- d. The PMD shall obtain prior written approval of PPA for any change to any personnel employed by the PMD in performance of the Services, such approval shall not be unreasonably withheld.
- e. Any replacement personnel shall have at least the equivalent experience and expertise as the personnel replaced.

II) The Subcontractor's staff in the Project (if they exist) should be also presented in the Offer.

7.2 The Financial Proposal

7.2.1 In preparing the Financial Proposal, Candidates' proposals are expected to take into account the requirements and conditions outlined in this Call. The Financial Proposal should follow the standard form of Annex B.

7.2.2 Financial Proposal that is considered by the Evaluation Committee as excessively high or alarmingly low in relation to the services offered and/or in comparison to the average of the majority of the other Financial Proposals, shall be rejected without further evaluation or additional justification and the Candidate shall be disqualified.

7.2.3 The price of the Financial Proposal includes any amounts of retention and withholding in favour of third parties as well as any other charges except for VAT.

The price without VAT shall be taken into consideration for the comparison of the Offers.

7.2.4 The indication of the price in EURO shall be written in two decimal digits. The general total shall be rounded in two decimal digits, adjusted upwards, if the third decimal digit is equal to or greater than five and, adjusted downwards, if less than five.

7.2.5 Any Offer, which sets forth a condition for readjustment of prices, is rejected as unacceptable.

7.2.6 Any Offers, which do not give prices in EURO or determine the exchange of EURO to foreign currency, shall be rejected as unacceptable.

7.2.7 If the offered price does not arise from the offer clearly, the offer is rejected as unacceptable by a decision of PPA.

IMPORTANT NOTE 3:

During the preparation of their Offers, Candidates must consider the following Scheme of Billing that will be reflected in detail in the PMD's Agreement:

→ PPA will cause to be paid to the PMD an amount equal to 5% of the contractual fee, upon full and satisfactory completion of the tasks under para. 3.1.1 under a) of this Call. For the reason that the deliverables from the PMD to PPA will be more than one and submitted in an unknown time frame the payments of this 5% will be divided in bills following:

- a) the submission of the plans to the Hellenic Republic (70% of each instalment)
- b) the approval of the submitted plans by the Hellenic Republic (30% of each instalment).

→ A percentage of 35% of the contractual fee will be paid to the PMD upon full and satisfactory completion of the tasks under para 3.1.1 under b) of this Call.

For the reason that the deliverables from the PMD to PPA will be more than one and submitted in an unknown time frame the payments of this 35% will be performed as following:

The reference cost of each project will corresponds to a percentage of the total reference cost. Upon full and satisfactory completion of each project, PPA will pay towards the PMD the amount resulting from the output of the percentage corresponding to the project times the 35% of the contract fee.

→ A percentage of 60% of the contractual fee will be related to the Project Management tasks of the PMD during the contractual period. In this timeframe the PMD shall be entitled to receive the said amount equal to 60%

of their contractual fee that will be divided in monthly bills proportionate to the progress of works, as it will be reflected in the Construction Contractors corresponding bills. The PMD shall submit to PPA the said bills as soon as practicable and not later than fifteen (15 days) after the end of each calendar month accompanied by the necessary invoices, vouchers and other appropriate supporting materials for payment.

- PPA shall cause the payment of the PMD periodically as described above within thirty (30) days after the receipt by PPA of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment.
- All above payments shall be made to the account of the PMD specified in the PMD's Agreement.
- More details on the scheme of Billing will be provided in the PMD's Agreement.

8. SUBMISSION OF OFFERS – OFFER DOCUMENTATION – TIME LIMIT FOR VALIDITY OF OFFERS

8.1 The submission process

8.1.1 The Offers shall be submitted to PPA's Central Protocol only in English language, in person by the Candidate's Authorized Representative thereof on the day the Tender is conducted, as such is set forth in para 2.2.4 of this Call for Tenders.

8.1.2 The Offers may also be sent to PPA's Central Protocol by any means and shall be received upon proof of receipt and on the necessary condition that such Offers shall be delivered to PPA's Central Protocol until the lapse of the time limit as set forth.

8.1.3 The Candidates are responsible for dispatching the sealed Folder of Offer thereof until the receipt of such Folder of Offer by PPA. Any insurance cost, custom duties and transport charges are borne by the Candidate.

8.1.4 The Candidate is responsible for and accepts 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.

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

8.2 The Folder of Offer

8.2.1 The Offers (Participation Supporting Documentation, Specialised Knowledge and Evidence of Expertise and Financial Proposal) are submitted in the sealed Folder of Offer, typed, in one (1) original (that will include only originals or duly certified copies where applicable) and one (1) copy of the original, all drafted in the English language or officially translated in the English language.

8.2.2 On the Folder of Offer the following must be clearly written:

- The word «OFFER».
- The number and the title of the Call for Tenders.
- The date of conducting the Tender.
- The detailed data of the Candidate.

8.2.3 The Folder of Offer includes three sub-folders closed and sealed: (i) the Sub-folder of Participation Supporting Documentation, (ii) the Sub-folder of Specialised Knowledge and Evidence of Expertise and (iii) the Sub-folder of Financial Proposal. On each one of the three sub-folders the indications of the main folder (above, as per 5.7) and the respective title thereof are written: «PARTICIPATION SUPPORTING

DOCUMENTATION», «SPECIALISED KNOWLEDGE AND EVIDENCE OF EXPERTISE», «FINANCIAL PROPOSAL».

8.3 *The Subfolders*

8.3.1 SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTATION

The Sub-folder of Participation Supporting Documentation shall include the Candidates following documents, on the sanction of rejection of the Offer:

- i. a brief description of the Candidate's organisation and means;
- ii. a copy of certificate of incorporation (or equivalent), issued within the last 12 months from the date of the Tender;
- iii. a copy of statutes/by laws (or equivalent);
- iv. official proof that the person signing the Offer is legally binding the Candidate, in case the Offer is not signed by the person specifically authorised for this reason, as per the below item (v);
- v. the Candidate's competent management body's decision to participate in the tender, submit the Offer and appointing its Authorized Representative to specifically sign and submit the Offer;
- vi. a Binding Declaration of the Candidate stating that:
 - (a) meets (as well as its legal representatives) the Personal Situation Criteria of paras 5.1 and 5.2;
 - (b) meets the eligibility criteria of para 2.3.1;
 - (c) is fully aware of the contents of this Call and unconditionally and unreservedly accepts its terms;
 - (d) acknowledges 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) acknowledges that disqualification from the tender or failure to succeed in the tender does not create any right to compensation for the Candidates;
 - (f) details of the procedure agent (in Greek "αντίκλητος") appointed by the Candidate to act as a contact person for all communications between the PPA and the PMD, including name, address, email address, phone and fax numbers and email address;
 - (g) full contact details for the Candidate's Authorized Representative (including full name, address, phone and fax numbers and email address);
- vii. the Tender Guarantee as stipulated in para 6.1 above; and

- viii. certified copies of current Tax and Social Insurance Compliance Certificate, or equal evidence in accordance with the law of place of the Candidate's establishment.

IMPORTANT NOTE 4:

The Sub-folder of Supporting must also include the above documents for the Subcontractors as if they were Candidates themselves.

8.3.2 SUB-FOLDER OF SPECIALISED KNOWLEDGE AND EVIDENCE OF EXPERTISE

The Sub-folder of Specialised Knowledge and Evidence of Expertise shall include the following documents (original or dully certified copies, where applicable), as evidence of compliance with the Criteria described in para. 2.3.1, on the sanction of rejection of the offer:

- i. A certificate of registration of Candidate with a professional registry pursuant to para. 2.3.1.1 hereof.
- ii. A table list of previous projects that attest to the professional experience required under para. 2.3.1.2 and 2.3.1.3. This table shall contain among other things a brief description of each project and information about the type of project, value and geographical location thereof, the PMD's percentage of participation (in a percentage of at least of 20% of the total project) in the overall scheme, the Project Owner, the constructor and employer of the interested party.
- iii. Related contracts & certificates, dully issued by the respective awarding authority, proving participation of the Candidate in projects referred to in the preceding paragraph and mainly in relation to the projects evidencing fulfilment of the criterion of similar projects described in para. 2.3.1.3.
- iv. The detailed description of the Methodology and the Work Plan with attachments:
 - List of the Candidate's personnel that will be employed in the specific project (hereinafter: Project Team) and shall fulfil the requirements as mentioned in para 7.1 (ii) presented in the following categories:
 - Employees or partners of the Company;

- Associates of the Company with a current contract with a term for a period exceeding 1 year at least from submission of the Offers;
 - Associates, employees and partners of the Company who had at least one project contract with the Company within the last 3 years.
 - Subcontractors' personnel (if applicable).
- Detailed description of the above Project Team.
- CVs of the Project Team, recently (until 30 calendar days before the submission of the offer) signed by the proposed professional staff and the Authorized Representative submitting the proposal. Key information should include total number of years working for the company and degree of responsibility held in various assignments during the last three (3) years.
- Organization of the Project Team and estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- Any additional information that is necessary according to the Candidate's opinion.

IMPORTANT NOTE 5:

The Technical Proposal must not include any financial information.

IMPORTANT NOTE 6:

The Sub-folder of Specialized Knowledge and Evidence of Expertise must also include the above documents for the Subcontractors as if they were Candidates themselves.

8.3.3 SUB-FOLDER OF FINANCIAL PROPOSAL

The sealed folder of the Financial Proposal shall include the financial offer of the Candidate, which is drafted in accordance with the below standard draft of ANNEX B on the sanction of rejection of the offer.

8.3.4 In case that the content of one of the sub-folders is not possible to be placed in the main folder, due to the volume thereof, then such are packaged separately and follow the main folder with the indication «Annex to the Sub-folder of Specialised Knowledge and Evidence of Expertise» and the other indications of the main folder.

8.3.5 Offers must not have scrapings, erasures, additions, corrections. If there is any addition or correction on the offer, such must be written clearly and initiated by the Candidate's Authorized Representative, whilst the competent unit for the acceptance and unsealing of the offers, during the inspection thereof, initials and stamps any correction or addition. The Offer is rejected when there are corrections therein, which make the offer unclear, at the judgement of the unit evaluating the Offers.

8.4 *The unsealing process*

8.4.1 The Evaluation Committee proceeds with the commencement of the procedure of unsealing the Offers, in the first working day immediately after the completion of receipt of the Offers.

8.4.2 The sub-folders of Financial Proposals are not unsealed, but instead are initialled by the Evaluation Committee and delivered to the Technical Directorate for safekeeping.

8.4.3 The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and process) and (b) will immediately proceed with the review and evaluation of the fulfilment of the ON/OFF criteria set above in paras. 2.3.1 and 5 hereof. The Offers that were duly submitted and satisfy the ON/OFF criteria will be defined by the Committee as Offers that are acceptable.

8.4.4 The folders of the Financial Proposals that were considered acceptable, shall be unsealed immediately after the completion of the above process of para 8.4.3.

8.4.5 The folders of the Offers that were considered unacceptable and the Financial Proposals of the Offers that were considered unacceptable shall not be unsealed, but returned to the Candidates.

8.4.6 The Committee reserves the right to request additional evidence or clarifications by the Candidates at any stage of the evaluation process, on the basis of the Candidates' equal treatment.

8.4.7 The Offers are valid and binding upon the Candidates for ninety (90) calendar days as of the following day to the day of conducting the Tender. Any Offer which sets forth a term of validity less than the above mentioned, is rejected as unacceptable.

9. SELECTION AND AWARD PROCESS

9.1 *The award criterion and the selection of the PMD*

The Evaluation Committee appointed by PPA shall evaluate the proposals on the basis of their responsiveness to the requirements set by this Call, applying the evaluation criteria as follows:

9.1.1 **Evaluation of Technical Proposal/ Technical Score:**

- (i) PMD's operation methodology [see para 7.1 (i)]: up to **30 points**
- (ii) Description of organisation of the Project Team and work plan [see para 7.1 (ii)]: up to **10 points**
- (iii) Knowledge and understanding of local conditions: up to **10 points**
- (iv) Similar projects [see para 2.3.1.3]: up to **30 points**
- **Technical Score (St)= maximum total points 80**

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

$$\underline{Sf = 80 \times FM/F}$$

Where:

- Sf is the financial score;
- FM is the lowest priced Financial Proposal and
- F is the price of the proposal under consideration.

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

Where:

- T = the weight of 75% given to the Technical Proposal;
- P = the weight of 25% given to the Financial Proposal; and
- T + P = 1.

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

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

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

9.1.6 Due to the immense importance of the prompt and adequate completion of CAPEX I (both for PPA and the Hellenic Republic and consequently for the public interest) the result of the Tender is final and binding for the Candidates, who acknowledge and accept (with their participation in the Tender) that it cannot be challenged, appealed or by any manner be disputed and that therefore any kind of objection will be immediately and without further justification be rejected by PPA.

9.2 *The award of the Contract*

9.2.1 The Temporary PMD is obliged to appear in 10 days as of the date on which the notice was communicated, in order to sign the relevant contract.

9.2.2 PPA may also finally cancel the outcome of the tender, when there is no need any more of the specific services for any reason.

9.2.3 A relevant notice is communicated to the Temporary PMD, which includes at least the following data:

- a. the service to be rendered;
- b. the exact time for the execution of the contract;
- c. the consideration (price);
- d. the agreement of the award or the assignment with the provisions of the Call for Tenders as well as with the draft PMD's Agreement;
- e. the time limit for signing the PMD's Agreement.

9.3 *Rejection of the Offers*

Offers will be in principle rejected if:

- a) the Offer has been received at the location specified in the announcement after expiry of the deadline for submission of offers, b) the Offer does not fulfil the criteria, conditions and prerequisites set in this Call and in the manner described;
- c) the Offer contains significant provisions or restrictions.

10. APPLICABLE LAW

8.1 The PMD and the Contracting Authority are obliged to take every effort for the extrajudicial settlement of any disputes arising from the relations thereof during the term of the contract.

8.2 Any disagreement or dispute shall be resolved by the competent Courts of Piraeus, pursuant to both substantive and procedural rules of Greek Law.

APPENDIX A: FORM OF TENDER 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 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 "PPA S.A. CALL OF TENDER FOR THE AWARD OF SERVICES OF A PROJECT MANAGER AND DESIGNER", issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated January 2017 (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 honor this letter of guarantee whether or not a call on this instrument results from the act or omission of any of the persons named at the beginning of paragraph 3 below.

3. In view of the foregoing and at the request and for the account of the Candidate, we [*Full Name of Eligible Bank*], acting through our [●] branch of [*Full Address*], hereby guarantee irrevocably and unreservedly to PPA S.A. for the full and proper observance by, and compliance of the Candidate with the terms and conditions applicable to their participation in the Process, as well as for any and all other financial and non-financial obligations of the Candidate relating to its participation in the Process, each pursuant to Call and the provisions of applicable law, up to a maximum aggregate amount of EUR (€ ...,000.00).

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 Participant(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 Participants, 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 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 Athens, Greece shall have exclusive jurisdiction to resolve any disputes associated with this instrument.

Respectfully,
For [*Eligible Bank*]
[*Authorized Signatures*]

APPENDIX B: FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

To:

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) [Title of consulting services] in accordance with your Call entitled “PPA S.A. CALL OF TENDER FOR THE AWARD OF SERVICES OF A PROJECT MANAGER AND DESIGNER” 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 (a) does not include VAT; but (b) includes all other taxes, dues and expenses for the rendering of requested services.

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for ninety (90) calendar days as of the following day to the day of conducting the Tender.

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 the proposed services 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]