



Friday, 10th February 2017

Piraeus Port Authority S.A.
Procurement Department
10, Akti Miaouli,
GR 185 38,
Piraeus, Greece.
tel: +30 210 4550189
fax: +30 210 4550187
e-mail: procurement@olp.gr

Subject: Clarifications to the interested parties regarding the Call of Tender for the award of Services of Project Manager & Designer.

Interested parties are kindly requested to refer to all clarifications published provided by PPA, regarding the questions received until Tuesday, 7th of February, in relation to the "CALL FOR TENDERS FOR THE AWARD OF SERVICES OF PROJECT MANAGER AND DESIGNER IN ACCORDANCE WITH THE PROVISIONS OF THE CONCESSION AGREEMENT BETWEEN THE HELLENIC REPUBLIC (HR) AND PIRAEUS PORT AUTHORITY SA (PPA S.A), REGARDING THE USE AND EXPLOITATION OF CERTAIN AREAS AND ASSETS WITHIN THE PORT OF PIRAEUS".

Capitalized terms not defined herein shall be used as defined in the Call.

The said replies constitute an integral part of the Call.

1. Question: In paragraph 2.3.1.1 it is stated that 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. Please clarify if the Candidate's/Company's Articles of Association, relevant certificate from the General Commercial Register of Greece (Γ.Ε.ΜΗ.) and its employees' and associates' Technical Chamber of Greece (ΤΕΕ) certifications, would be evidence enough.

Answer:

Candidate's/Company's Articles of Association and relevant certificate from the General Commercial Register of Greece (Γ.Ε.ΜΗ.) shall be deemed as sufficient documentation, provided that the registered scope of work of the Company is relevant to the Project. Candidates should take into consideration that pursuant to

para. 2.3.1.1 of the Call, the Candidate should possess the legal right to draft, sign and submit Technical Designs.

2. **Question:** Please clarify if under the term Join Ventures, as described in paragraph 2.3.2, refers to Union of Companies as well, were each of the Union's Partners can invoice PPA for the services provided, separately and in accordance to the respective provisions of the Union of Companies Agreement to be presented in the Candidate's Offer and of the PMD Agreement to be agreed with PPA.

Answer:

PPA wishes to conclude a contract with a single legal entity. Consortia or unions of companies are eligible to participate. However, upon nomination as Temporary PMD and prior to contract signing they have to form a joint venture. A relevant solemn declaration should be included in their Offer, in the Participation Supporting Documentation.

3. **Question:** Please clarify if in case of a Union of Companies or Joint Venture between an international firm and a local company, the international firm would be required to have a Permanent Establishment in Greece.

Answer:

There is not such a requirement in the Call.

4. **Question:** According to Important Note 3, all payments shall be made to the account of the PMD specified in the PMD's Agreement. Please clarify if such accounts could be with any bank operating within the EU.

Answer:

Any bank operating within the EU is acceptable. However, the PMD should undertake to cover possible commission fees related to the money transfer.

5. **Question:** In accordance to paragraph 7.2 of the Call for Tenders, Important Note 3, PPA will cause to be paid to the PMD an amount equal to 5% of the contractual fee, upon successful 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).

In accordance to paragraph 3.1.1 under a) of the Call for Tenders and relevant 2016 HRCA references, it is obvious that there will be more than one deliverables to be submitted by the PMD throughout Capex Period. Specifically, the following deliverables should be submitted.

- i. Draft Initial Master Plan
- ii. Initial Master Plan
- iii. Updated Master Plan (if required)
- iv. Draft Port Development Plan
- v. Port Development Plan
- vi. Updated Port Development Plan (if required)
- vii. Draft Detail Design for each Mandatory Enhancement
- viii. Draft Detail Design for the Cruise Expansion Project
- ix. Capex Period Planning
- x. Punch List for each Mandatory Enhancement
- xi. Draft tender documents or draft order documents to the procurement of equipment or other assets rather than the performance works
- xii. Development of Maintenance Strategy

Please clarify if PPA has considered a distribution ratio of this 5% the contractual fee, between the above deliverables.

Answer:

Yes, there will be a proportionate distribution of this 5%, and also please refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

6. **Question:** Please clarify if Draft Detail Design for the Optional Projects is included in the PMD's scope.

Answer:

Yes, it is.

7. **Question:** As per the level of the designs to be elaborated by the PMD, it is noted that in the Greek version of 2016 HRCA those are referred Final Design (Οριστική Μελέτη), while in the respective English version is as Draft Detail Design. Please clarify if the elaboration level of the Designs is in practice an Advanced Final Design and specifically a Final Design as per the legislation in force accompanied by Technical Specifications, or a Detail Design as per the legislation in force.

Answer:

The deliverables should be Final Designs pursuant to the Greek legislation in force.

8. **Question:** Art. 8.3.2. para iii, The tender requires: "8.3.2. SUB-FOLDER OF SPECIALISED KNOWLEDGE AND EVIDENCE OF EXPERTISE - 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." Question: Please clarify whether both contracts and certificates are required, since the certificates alone normally justify the project data; moreover, contracts in some cases are confidential. Would a responsible declaration by the legal representative of the candidate suffice, as this is acceptable in many international tenders?

Answer:

References to previous projects should in any case be supported by certificates. Certificates shall be deemed as sufficient evidence. In case certificates are not available, the relevant contracts should be submitted. In that case the Candidates

should acknowledge that they consent to the disclosure of any data or information contained in the contract.

- 9. Question:** Is there a unique tender number, by which this is identified (i.e. mainly for identification in the bank guarantee)?

Answer: The number of the Tender is defined as PPA's Decision Nr. 46/18.1.2017.

- 10. Question:** In the tender there is no reference to "lending experience", as this is the case in all international tenders. Can a candidate "borrow" experience or other capacities, according to the EU legislation?

Answer:

The lending experience is permitted within the framework set forth by 2.3.2 of the Call.

- 11. Question:** Could you please verify if geotechnical investigations are included in the technical and financial scope of the consultant, especially for No.1 project: "Passenger Port Expansion (Southern Zone Phase A) project"?

Answer:

Yes, all geotechnical investigations are included in the technical and financial scope of the consultant.

- 12. Question:** Could you please also provide detailed data regarding the existing geotechnical investigations carried out in the past by PPA for all projects included in the Mandatory & Additional Enhancements in Table 2.4.2? It is crucial to know in order the Consultant to plan & cost internally his geotechnical investigations plan, if geotechnical investigations are in Consultant's scope of course.

Answer:

Existing data regarding previous geotechnical investigations are available to the Candidates upon request.

- 13. Question:** An alternative, as per international practice, could be the Consultant to prepare the additional geotechnical investigations scope and PPA to fully undertake the procurement and the cost of the implementation of these investigations. Could you consider such a solution as feasible?

Answer:

No, such a solution is not feasible.

- 14. Question:** Page.33, "Important Note 3", first paragraph: Could you please verify if PPA will pay an amount equal to 5% of the fee for all works items included in para. 3.1.1.a (page 13) or only the items numbered 3.1.1.a.i to vi? Our understanding is that the 5% should concern only the development & master plans to be prepared by the Consultant as per HRCA requirements and should not include the items 3.1.1.a.vi to xii.

Answer:

Please, refer to our answer to question 5 above.

- 15. Question:** Furthermore, could you please verify if PPA will pay the 35% of the fee mentioned in the second para in "Important Notice 3" article, for the works included in para 3.1.1.b titled "Works for the Construction of Mandatory & Optional Projects"? Do you mean that PPA will pay 35% with the completion of the projects No.1 to 11?

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 16. Question:** Our understanding is that there is in general a big payment gap between the preparation of design work items included in 3.1.1.a which is only 5% of the contract fee and the payment for all other design works under the 35% of the contract fee with the completion of the projects, which is foreseen on the

end the contract period. Could you please reconsider? Is not feasible for the Consultant to prepare all designs and investigations works, to tender construction works and to support the construction works on all design issues without any intermediate payment.

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 17. Question:** In the Call for Tender it is stated that the Tenderer should issue a tender guarantee from an Eligible Bank. As eligible bank is defined in the Definitions: "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; On the other hand, in a previous tender for the role of the Independent Engineer, PPA has provided the following clarification regarding the issuance of tender bond: 41. Question: (Section 5.1.4.1) Tender bond needs to be from a specific Greek bank - counter guarantee needed. PBG of 10% required. Are other Banks than the ones referred in the RFP, eligible? (i.e. HSBC, RBS, Barclays etc.) Can a Tender Bond/ PBG be from TSMEDE (Greek Engineers' Pension Fund)?

Answer: As it is clearly stated in the Call (para. 5.1.4.1 in conjunction with definition under i) as eligible banks are not considered exclusively Greek banks. Please, refer to the relevant definition in the Call. If TSMEDE, according to its Articles of Associations/bylaws and the Greek law is in accordance with the definition of the Eligible Bank then a Tender Bond issued by TSMEDE can be accepted.

Answer:

We uphold the same position.

- 18. Question:** Furthermore, in case of a Joint Venture could more than one tender bonds to be submitted covering of course all JV members and the requested amount?

Answer:

Yes, any Candidate is allowed to submit more than one tender bonds, provided that the requested amount is covered in total.

- 19. Question:** Given the high importance & complex nature of this challenging assignment, requiring full attention and mobilization of resources for preparing a detailed resource plan and a technical proposal covering design and PM requirements set in the Call for Tender, we kindly request for additional time of 15 days to allow proper submission of the offer.

Answer:

Extension of offers submission has been approved till Monday, 20th February 2017, 15:00 hours (Greece time).

- 20. Question:** Is the Container terminal included in the scope of master plan?

Answer:

All port facilities are included in the scope of Master Plan.

- 21. Question:** *At Par 6.1 (p.29) it is mentioned "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:."*

Can you please advice on whether the Tender Bank Guarantee can be issued by TSMEDE (Greek Engineers' Pension Fund)? In this case the Guarantee from TSMEDE will be issued in both English and Greek languages.

Answer: Please, refer to our answer to question No. 17.

- 22. Question:** At Par 2.3.2 (p.10) it is mentioned "*2.3.2 Eligible are also joint ventures between two or more parties*". Consortia between two or more parties are also eligible?

Answer:

Please, refer to our answer to question No. 2.

- 23. Question:** In case of joint venture or consortia, is declaration sufficient instead of power of attorney regarding the definition of authorized representative?

Answer:

Please, take into consideration that pursuant to para. 8.3.1 of the Call the Sub-folder of Participation Supporting Documentation should include among others, the Candidate's competent management body's decision appointing its Authorised Representative to specifically sign and submit the Offer. Only this decision shall be deemed as sufficient documentation.

- 24. Question:** Statutes of Greek Firms must be submitted in English?

Answer:

Not necessarily. Statutes could be submitted in Greek as well.

- 25. Question:** Should the Optional Enhancements be included in the Financial Offer?

Answer:

Yes.

- 26. Question:** Can you please elaborate on whether the contracts or completion certificates from Greek authorities (certifying the successful completion of projects) demonstrating the project experience should be translated as well?

Answer:

No, it is not necessary for the contracts or completion certificates to be translated from Greek into English.

- 27. Question:** Taking into consideration Par 7.2.7, Important Note 3, (p.33), 5% of the total fee includes Preparation and Submission of Draft Detailed Design for every CAPEX Period (according to para. 3.1.1 under a). Does it basically imply Final Designing or Final Designing Plan under this fee? Can you please elaborate on what Draft Detailed Design means?

Answer: As far as the first part of the question is concerned, please, refer to our answer to question No. 5 above.

As far as the second part of the question is concerned, please, refer to our answer to question No. 7 above.

- 28. Question:** Supervision the Construction Works will be performed by the PMD. At Par 3.1.2 it is mentioned *"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."* Bearing in mind that time duration of the construction works is uncertain; we kindly request for PPA to accept an offer based on reimbursable monthly rates for the site staff.

Answer:

We cannot reconsider.

- 29. Question:** At Par 7.2.7 (p.33) it is mentioned "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.". *These tasks are Master Planning and EIA. Payments of this 5% will be divided with the submission of the plans (70%) and with the approval by HR (30%). Can we suggest an increase to*

the first percentage to become 85% in order to avoid a strong negative cash flow position?

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 30. Question:** *At the same paragraph (p.33) it is mentioned "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." The mentioned tasks refer to Final Design and Permitting of the works, which have approximate and not strict time duration. Can we suggest an increase to the payment percentage to become 70% with the submission of the draft design deliverables, in order to avoid a strong negative cash flow position?*

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 31. Question:** It is noted here that a common breakdown of payment, for different stages of studies, according to the law 3316/2005, is divided as follows:

- 20% Master Planning - Conceptual Design
- 35% Basic, Preliminary and Supporting Studies
- 45% Final Construction, Detailed Engineering Designs

Please advise on how the schedule of payment, according to RFP, can be complied with the Greek law.

Answer:

Please, refer to our answer to the question No. 5. Kindly note that Law 3316/2005 is not applicable.

- 32. Question:** Could you please specify the terms and conditions of the mentioned Consultancy Agreement? Otherwise please confirm if the FIDIC Client/Consultant Model Services Agreement (White Book) 4th Ed, 2006 is an acceptable form of contract? (Reference Section: 2.2.1.)

Answer:

A draft PMD's Agreement will be provided as soon as possible upon nomination of the Temporary PMD. In any case, the Candidates should be informed that the provisions set out in the Call as well as in the clarifications provided by PPA SA will be binding for the Company and will be transformed to contractual provisions.

- 33. Question:** The time allowed for the submittal of the Offers from the publication of the Tender is very little in our experience for Scopes of this size and complexity. Could you please grant an extension of the submittal deadline by two weeks? (Reference Section: 2.2.4.)

Answer:

Please, refer to our previous answer to question No. 19.

- 34. Question:** Are consortia eligible to participate in the bid? (Reference Section: 2.3.2.)

Answer:

Please, refer to our previous answer to question No. 2.

- 35. Question:** Table 2.4.2 Item 8- Studies: Do Candidates have to include them in the Candidate lump sum offer? If yes please clarify the scope of these studies. (Reference Section: 2.4)

Answer:

No, Candidate's offer should refer just to the projects 1-7 and 9-13 as set forth in Table 2.4.2.

36. Question: Table 2.4.2 Additional Enhancements: Do Candidates have to include them in the Candidate lump sum offer? (Reference Section: 2.4)

Answer:

Please, refer to our previous answer to question No. 35.

37. Question: Could you please kindly confirm that a market forecast should be included as part of the Master Plan scope? (Reference Section: 3.1.1.a.i.)

Answer:

Regarding the requirements for preparation of the Master Plan, please, refer to para. 6.2 HRCA.

38. Question: Could you please kindly confirm that a Strategic Environmental Impact Study should be included as part of the Master Plan scope? (Reference Section: 3.1.1.a.i.).

Answer:

Yes.

39. Question: Preparation and Submission of Draft Detailed Design for every CAPEX Period: The mentioned budget in IMPORTANT NOTE 3 p33 for the whole item 3.1.1.a is 5% of the total fee. In our experience it is impossible to carry out the final design in a fraction of this fee. Could you please clarify what is meant by Draft Detailed Design? (Reference Section: 3.1.1.a.viii)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 40. Question:** Preparation and Submission of Draft Detailed Design for the Cruise Extension Project: The mentioned budget in IMPORTANT NOTE 3 p33 for the whole item 3.1.1.a is 5% of the total fee. In our experience it is impossible to carry out the final design in a fraction of this fee. Could you please clarify what is meant by Draft Detailed Design? (Reference Section: 3.1.1.a.ix)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 41. Question:** Please confirm if the Optional Enhancements have to be included in the Financial Offer. (Reference Section: 3.1.1.1.b)

Answer:

Please, refer to our answer to question 35.

- 42. Question:** Passenger Port Expansion: Is the final design of the Home Port cruise center included in the present scope of works? (Reference Section: 3.1.1.1.b No 1)

Answer:

Yes.

- 43. Question:** Repair of cranes: The short description indicates that there have been significant damages in the pavement and the rail of the RMG's. Please, clarify the scope of the repair of the cranes. Does this only include the rails of the RMG's or also the RMG's and ship to shore cranes itself? (Reference Section: 3.1.1.1.b No 2)

Answer:

PMD's scope of work includes the repair of the yard area and RMG cranes.

- 44. Question:** Conversion of Warehouse to Passenger Terminal: Is there an existing programme/ proposal that will be taken to final design? Please clarify. (Reference Section: 3.1.1.1.b No 3)

Answer:

Yes, there is a relevant architectural study which be available to the Candidate's upon request.

- 45. Question:** Supply of Equipment: Please clarify if the scope refers to only equipment specifications or includes tender support, site supervision and observation of testing and commissioning? (Reference Section: 3.1.1.1.b No 6)

Answer:

All the above tasks are included in PMD's scope of work.

- 46. Question:** This task states that it "may include" restoration and maintenance of existing equipment. Based on our experience one would normally expect this task to be done as part of maintenance CAPEX and not Expansion/ Replacement CAPEX and be procured by the terminal Technical Services. It is not clear to which Terminals' equipment this task refers to. In case container terminal 2 is referred to in the works related to the maintenance and restoration then this could be a substantial task and is impossible to price without further information. Please kindly provide further details including:

- Detailed list of existing equipment covered by this requirements
- The equipment will need to be surveyed by an experienced crane engineer. Please confirm that these surveys are outside the scope and will be done by others. (Reference Section: 3.1.1.1.b No 6)

Answer:

In case that the project budget may include restoration and maintenance of existing cranes, this is not in the scope of works of the PMD.

- 47. Question:** Floating docks: Please clarify what is included in the Floating dock design scope. Is it a specification or includes foundations and anchorage and tender support and observation of testing and commissioning? (Reference Section: 3.1.1.1.b No 10)

Answer:

The Floating dock design scope doesn't include the specifications but all the studies for installation & operation of the floating dock, and of course it includes tender support & observation of testing and commissioning.

- 48. Question:** Car Park buildings: Please advise how many cars capacity will each car park need. (Reference Section: 3.1.1.1.b No 2)

Answer:

The project consists of the construction of two level car parking buildings 75.000 m² each, in the G2 area. The car capacity will be the outcome of the study.

- 49. Question:** It foreseen that complete supervision duties of the Construction Works for the First Mandatory Enhancements will be performed by the PMD. This section refers to supervision of the First Mandatory Enhancements, irrespective of the time required by the PPA to complete them, which is mentioned as 5 years with a possible 2 year extension. Considering the uncertainty in the duration of the construction works, we kindly request for PPA to accept an offer based on reimbursable monthly rates for the site staff. (Reference Section: 3.1.1.2.)

Answer:

We cannot reconsider.

- 50. Question:** Please confirm what language the Final Design deliverables need to be in. (Reference Section: 3.2.i)

Answer:

The Final Design deliverables will be in Greek and in English.

- 51. Question:** Could you please clarify which design studies have to be at final stage and which at implementation stage? (Reference Section: 3.2.i)

Answer:

The stage of each design study will be determined according to the Greek Legislation for each category of study.

- 52. Question:** Please confirm what language do the Tender Documents need to be in. (Reference Section: 3.2.x)

Answer:

All tender documents must be submitted in English language. Exclusion to this can be only candidate's legalization documents and certificates or contracts proving candidate's experience.

- 53. Question:** Please confirm what language do the Construction Management progress reports need to be in. (Reference Section: 3.2.h)

Answer:

The Construction Management progress reports will be in Greek and in English.

- 54. Question:** Can you please clarify what is the difference with the role of the Independent Engineer scope of works in the construction supervision of works? (Reference Section: 3.2.xvii)

Answer:

The Independent Engineer will be monitoring the projects, acting as the third party between PPA and the Hellenic Republic, whereas the PMD will be acting as the supervisor and project manager on behalf of PPA.

- 55. Question:** This section refers to PMD's remuneration for the second CAPEX Period (in case the contract is extended). It is stated that it will be 'proportionate' to PMD's remuneration for the first CAPEX Period. Kindly elaborate on this statement – should it be interpreted as a percentage of the construction costs? If this is indeed the case, kindly take into account that such a percentage is dependent on the type and magnitude of the construction works that will be

carried out. Kindly confirm that there will be room to discuss the remuneration of the second CAPEX Period. (Reference Section: 3.1.3)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

56. Question: It is mentioned that 5% of the total fee will be paid after completion of tasks under 3.1.1.a. Our understanding is that the tasks refer to the Master Planning and the EIA for which there will be a significant consultation period. The partial payment of 70% of this 5% for these tasks on draft submittal (expected 18 months after the contract commencement as per HRCA) will place the Candidate in a significant negative cash flow position. Kindly please consider to change this to:

- 30% advance payment
- 55% on draft submittal;
- Balance on completion

(Reference Section: 7.2.7 – Important note 3)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

57. Question: It is mentioned that 35% of the total fee will be paid upon full and satisfactory completion of tasks under 3.1.1.b. Our understanding is that the services refer to the Final Design and Permitting of the works for which there will be an uncertain completion period. The payment for these services on full completion of the permitting phase will place the Candidate in a significant negative cash flow position. Kindly please consider to allow:

- 30% advance payment
- Monthly invoices based on progress up to a maximum of 55% on draft submittal;

Balance on completion (Reference Section: 7.2.7 – Important note 3)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 58. Question:** Is there any quantitative criterion regarding the definition of “excessively high” or “alarmingly low” financial offer? (i.e. $\pm 50\%$ of the average of the financial proposals submitted)? (Reference Section: 7.2.2)

Answer:

Para. 7.2.2 of the Call sets out two criteria regarding the definition of “excessively high” or “alarmingly low” financial offer.

- 59. Question:** It is mentioned that 60% will be paid during the construction works, at monthly bills proportionate to the progress of the works. Kindly reconsider this payment scheme and revise to monthly payments based on actual site presence by our staff (supported by timesheets). Our Team cannot be held responsible for the progress and/or delay by the Contractors, especially if a 2-year extension is granted. (Reference Section: 7.2.7 – Important note 3)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 60. Question:** Kindly advise if project references without any certificates as referred to in 6.3.2.iv will be discarded by PPA. Kindly also advise if Client Completion Certificates and/or relevant pages of a signed Agreement are considered sufficient evidence that the Bidder carried out a specific reference project. (Reference Section: 8.3.2.iii)

Answer:

References to previous projects should in any case be supported by relevant certificates. We do confirm that Client Completion Certificates are considered sufficient evidence for the purposes of this Call.

61. Question: It is understood that one lump sum amount is requested for the full scope of work. We kindly request PPA to reconsider this approach as follows:

- A lump sum price for review of the master plan and the Draft Detailed Designs.
- A reimbursable monthly price for site presence and technical back-office support during the construction stage.

(Appendix B: Financial Proposal Submission Forms)

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

62. Question: Can you please explain what the abbreviation WHO contained in par.2.3.1.1 stands for? Our potential partner is registered in a WTO country. Is this acceptable?

"Par. 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."

Answer:

"WHO" is obviously a typing mistake. The right word is "WTO", i.e. the World Trade Organization.

63. Question: Can you provide more details for the second's CAPEX remuneration as per Par.3.1.3.?

"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."

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 64. Question:** How you will evaluate the workload of a company as per Par. 7.1?
"Their current workload allows the adequate and prompt delivery of the required services"

Answer:

The financial and technical data provided by the candidates, will be reviewed, and the evaluation of the proposals will be performed on the basis of the proposals' responsiveness to the requirements set by this Call.

- 65. Question:** What Institution's exchange rate will be acceptable in order to cover the requirement of par.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"*.

Answer:

The real meaning of para. 7.2.5 of the Call is that the Offers on pain of rejection should be expressed only in EURO. Prices expressed in other currencies or the setting of prices in euros with equivalence in foreign currency units or vice versa shall not be accepted. Therefore, the question is not understandable.

- 66. Question:** In view of the pending clarifications and relative to the tight deadline for submitting our offer, especially since documentation of foreign entities needs to be included in our Offer, we are kindly requesting to extend the deadline for the submission of the offers by 7 calendar days.

Answer:

Extension of offers submission has been approved till Monday, 20th February 2017, 15:00 hours (Greece time).

- 67. Question:** It is mentioned that 35% of the total fee will be paid upon full and satisfactory completion of tasks under 3.1.1.b. From our understanding of the project, it is likely that an offshore site investigation campaign will be required for

the Final Design Phase, at the offshore location of the Passenger Port Expansion (Scope item 3.1.1.1.b No 1). The commissioning of the plant for the campaign will place the Candidates in a very significant negative cash flow position, requiring paying contractors outside the Candidate. Kindly please consider to allow:

- advance payment to cover all required investigations
- or PPA contracting directly with the investigations contractors outside of this tender.

Answer:

Please, refer to the amended Scheme of Billing. – APPENDIX I of the Tender Clarifications

- 68. Question:** It will not be feasible to prepare a firm fixed lump sum price that provides the best value for to PPA S.A. by the submission date of 15 February 2017. We would therefore like to request an extension of time of the submission date of at least 3 weeks ~8 March 2017. Please advise.

Answer:

Extension of offers submission has been approved till Monday, 20th February 2017, 15:00 hours (Greece time).

- 69. Question:** Reference Appendix B: Financial Proposal Submissions Form, due to the tight schedule allowed for preparing the tender could the financial offer be divided in a reimbursable component for site-based services and lump sum component for office- based services?

Answer:

We cannot reconsider.

- 70. Question:** For the "Key Expert" roles as described in pa 7.1 (ii); can one candidate be nominated for two roles provided they satisfy the stipulated requirements?

Answer:

It's up to the candidates to nominate the roles and it's up to PPA to evaluate their proposals.

71. Question: Does additional field survey requirements such as geotechnical investigations, geophysical/ bathymetric and metocean surveys fall within the scope of the Consultant? How will this be managed?

Answer:

Please, refer to our answer to question No 11.

72. Question: We have not received the "Call for tenders" documents directly from PPA, thus we would like to confirm whether our Tender would be accepted as valid and PPA would consider it for evaluation or not. Please confirm.

Answer:

Yes, we confirm.

APPENDIX I

Amended Scheme of Billing – Revision of the IMPORTANT NOTE 3 paragraph – page 33 of the Call of Tender

The paragraph IMPORTANT NOTE 3 is revised as follows:

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, which refer to preliminary studies, required for the preparation of the Master Plan & the Port Development Plan. 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 approval of the submitted studies of each project under para 3.1.1 under b) of this Call, to the competent authorities. 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.