

***CALL FOR TENDER FOR***

***THE AWARD OF PROCUREMENT OF***

***TEN (10) 4 X 2 WHEEL DRIVE TERMINAL TRACTORS***

***FOR CONTAINER TERMINAL USE WITHIN THE***

***FRAMEWORK OF MANDATORY ENHANCMENT ME06***

***“SUPPLY OF EQUIPMENT”***

**Piraeus, Greece**

**21<sup>st</sup> November 2019**

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## 1. IN GENERAL

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### **Preamble**

The Port of Piraeus (Port of Piraeus) is the largest port in Greece, spanning a coastline length of more than twenty-four (24) kilometres and expanding over an aggregate area exceeding five million (5.000.000) square meters.

The Port of Piraeus is situated at the intersection of sea routes linking the Mediterranean with Northern Europe and its geographic position (south of the 38th parallel) enables major line ships to access it without significant deviation from the Far East trade routes.

The Port of Piraeus hosts a complex and unique variety of activities, including: ferry/passenger shipping (it is the largest passenger port in Europe), servicing of all types of cargo, cruise, vessel repair activities, as well as the Port of Piraeus free zone (a control type I customs free zone) operating under applicable tax and customs legislation in the area (Piraeus Free Zone).

### **The Piraeus Port Authority S.A. (PPA)**

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

In 1999 PPA was transformed into a stock corporation (Société Anonyme).

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

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

## 2. CONTRACTING AUTHORITY – SCOPE OF TENDER

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### *2.1 The Contracting Authority*

The Contracting Authority is PPA.

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 Scope of Tender*

The scope of the tender shall be the ‘Award of Procurement of ten (10) 4 x 2 wheel drive terminal tractors for container terminal use with a maximum delivery time of: **nine (9) months** from contract date, **in terms of Delivery Duty Paid (DDP)**, ready to operate at PPA Container Terminal.

Note that for the successful completion of the procurement, the selected counter party shall undertake at no extra cost for PPA SA:

- The tractors’ transport and custom clearance process and homologation procedure and fees.
- The process of obtaining the relevant type approval and the relevant license plates for the tractors in Greece, according to the applicable and latest Greek and EU legislation, as in force, by providing all the necessary documents to PPA and the competent Greek authorities and proceeding with any necessary act for this purpose.
- The on-site technical and operational training at PPA premises for the provided equipment.

### *2.3 Time limits for receiving Tender documentation – Provision of clarifications*

Interested parties may receive additional information or clarifications in relation to the present Tender, by submitting questions up to **three (3) days (included)** prior to the expiry

of the time limit for the submission of offers in writing to PPA Procurement Department by e-mail to [tractor\\_tender@olp.gr](mailto:tractor_tender@olp.gr) and [procurement@olp.gr](mailto:procurement@olp.gr)

After the lapse of the above time limit no other communication or request for clarification as to any terms may be acceptable.

Written responses by PPA S.A. are notified to all interested parties until two (2) working days prior to the expiry of the time limit for the submission of offers.

**The time limit for the submission of offers is 13<sup>th</sup> December 2019 until 15:00 Greek time (GMT +2).**

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

### 3. DEFINITIONS

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

- a) **Contracting Authority**” the Société Anonyme under the corporate name “Piraeus Port Authority S.A.”
- b) **“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;
- c) **“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;
- d) **“Tender or Call”**: the said document;
- e) **“Candidate”**: The legal entities/companies participating in the Tender by submitting an Offer for the supply of equipment and services that are subject matter of this Call for Tender.
- f) **“Interested party”** means any legal entity/company which intends to take part in the tender procedure by submitting an expression of interest.
- g) **“Procurement Department Protocol”**: The PPA Procurement Department's Secretariat office, located at PPA’s premises at 10, Akti Miaouli, Piraeus, Greece;
- h) **“Contract”** means the Agreement entered into with the Contractor.
- i) **“Concession Agreement”** means the 24.6.2016 amendment and codification into a single text of the Concession Agreement of 13.2.2002 between the Hellenic Republic and Piraeus Port Authority S.A., which was ratified by Law 4404/2016.
- j) **“Contractor or Supplier”**: the candidate to whom the procurement contract will be awarded, by virtue of the contract to be drafted and signed”

- k) **“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;
- l) **“Tender Evaluation Team”** or **“Committee”** means the PPA Tender Evaluation Team established by PPA.
- m) **“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 (3) sub-folders:
  - (i) 1<sup>st</sup> sub-folder named: ***“Participation Supporting Documents”***
  - (ii) 2<sup>nd</sup> sub-folder named: ***“Technical Offer”*** and
  - (iii) 3<sup>rd</sup> sub-folder named: ***“Financial Offer”***.
- n) **“Participation Bond”** has the meaning attributed to it in Article 5 and Annex A hereof.
- o) **“Good Performance Guarantee”** has the meaning attributed to it in Article 5 and Annex E hereof.
- p) **“Advance Payment Guarantee”** has the meaning attributed to it in Article 5 and Annex F hereof.

## 4. SUBMISSION OF OFFERS - OFFER DOCUMENTATION

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### *4.1 Submission of Offers*

The Offers shall be submitted to Procurement Dep's Protocol **in the Greek or in the English language or officially translated to the Greek language**, in person by the Candidate himself or the candidate's Authorized Representative.

Alternatively, the offers may also be sent to Procurement Dep's Protocol by registered post upon proof of receipt (from PPA SA) dated no later than **13<sup>th</sup> December 2019**.

The Candidates are responsible for dispatching the sealed folder of offer thereof until the receipt of such folder of offer by PPA.

Any insurance costs, custom duties and transport charges related to the submission of the offer shall be fully borne by the candidate.

The candidates are responsible for and accept the risk for any event, to include even force majeure, that may have as a result the non-timely or non-duly submission of the folder of offer thereof.

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

### *4.2 Offer Documentation*

The Offer will consist of three (3) **sealed** sub folders (1<sup>st</sup> "Participation Supporting Documents", 2<sup>nd</sup> "Technical proposal" and 3<sup>rd</sup> "Financial Proposal") which will be incorporated and submitted all together in one (1) **sealed folder of offer**.

The sealed folder of offer will contains one (1) original that will include originals or legally certified copies or simple, clear and easy-to-read copies of the following valid documents (state their validity by solemn declaration) and one (1) copy of the original documents, all drafted in the Greek language or officially translated to the Greek language.

In cases that provided technical brochures and any relevant datasheets are not available in the Greek language, then only in this case will the English language be accepted.



It is clarified that each sealed folder of offer (Original and Copy of original) should contain three (3) **sealed** sub folders:

- (iv) 1<sup>st</sup> sub-folder named: ***“Participation Supporting Documents”***
- (v) 2<sup>nd</sup> sub-folder named: ***“Technical Offer”*** and
- (vi) 3<sup>rd</sup> sub-folder named: ***“Financial Offer”***.

On all folders of offer the following titles must be clearly written:

- The word «OFFER».
- The title of the Call of Tender.
- The date of conducting the procedure.
- The detailed data of the candidate.

On each one of the three (3) sub-folders the following titles must be clearly written:

- «PARTICIPATION SUPPORTING DOCUMENTS»
- «TECHNICAL PROPOSAL» and
- «FINANCIAL PROPOSAL».

#### ***4.3 Validity of offers***

Offers shall bind the candidates **for four (4) calendar months** from the submission deadline date. Any offer which sets forth a term of validity less than the above mentioned shall be rejected.

Participants are advised that they may be requested to extend the validity of their proposals by a **further two (2) months**.

It is at PPA’s sole discretion to consider all proposals be void and invalid and cancel the whole bidding process. No compensation will be paid to the bidders under this circumstance.

- (i) True and Correct statements

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

will furnish such supporting and confirming information, prior to the award of the contract, as may be reasonably requested by PPA.

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

- If any information provided by the candidate/s is found to be incorrect.
- If a candidate fails to verify any information provided in the proposal in response to PPA's request.
- If minimum technical requirements are not met.
- If adherence to the Tender terms are not followed.
- If the same participant submits more than one (1) offer.

## 5. LETTER OF GUARANTEES

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The following guarantees shall be required for either participation to the tender procedure and or to the winning bidder / Supplier of the procurement:

### 5.1 Participation Bank Guarantee (PASS/ FAIL)

Provide the Tender Participation Bank Guarantee issued by an eligible bank, in accordance to Annex A of this Tender and for one (1) month longer than the validity of the offer, of twenty five thousand euros (25.000.00 €),

The Guarantee letter shall be addressed to the Piraeus Port Authority S.A., and in the event of a Joint Venture or Grouping must be common to all members hereof.

The Tender Participation Guarantee will be released or the guarantee amount will be returned by PPA to unsuccessful candidates within fifteen (15) working days from the completion of the Tender and to the successful candidate upon signature of the agreement.

The above guarantee (irrespective of its type) will be called upon a) if the candidate does not fulfil all obligations stated in this Tender and b) if the Temporary winning bidder does not appear to sign the contract.

### 5.2 Good Performance Guarantee

A good performance guarantee upon signing the Contract is required. The good performance guarantee will be issued in accordance with Annex E by a financial institution lawfully operating in Greece or other country acceptable by PPA in favour of PPA for an amount equal to 10% of the total amount of the contract. The good performance guarantee will be valid until the end of the warranty period of the tractors.

No Contract will be signed unless the good performance guarantee is delivered to PPA.

### 5.3 Advance Payment Guarantee

An Advance Payment Guarantee upon signing of the contract is required. The Advance Payment Guarantee will be issued in accordance with Annex F by a financial institution

lawfully operating in Greece or other country acceptable by PPA in favour of PPA for an amount equal to 20% of the total amount of the contract.

The Advance Payment Guarantee will be valid until final payment.

Alternatively, candidates may provide the necessary documentation that an equal, to the related tender bank guarantee amount, has been deposited, transferred and was made available as guarantee (hereinafter: the Tender participation guarantee) for the participation of the Candidate in the tender, in one of the following PPA's bank accounts:

 ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ	<b>GR1501101900000019050500651</b>
 ALPHA BANK	<b>GR7101401250125002320006462</b>
 Eurobank	<b>GR4902600250000440201113841</b>
ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ 	<b>GR8501721140005114032172486</b>

## **6. SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTS**

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### **6.1 Participation Guarantee according to the requirements of article 5.**

### **6.2 Professional prequalification documentation (PASS/ FAIL)**

Each candidate which participates in the tender procedure, on its own or as a member of a Joint Venture or consortium, is obliged to prove that it meets the requirements of the following Participation Supporting Documents by submitting the originals or legally certified copies or valid, simple, clear and easy-to-read copies (stating their validity by solemn declaration upon penalty of exclusion).

All candidates irrespective of their formation are obliged to submit the following documentation unless otherwise stated:

- i. A brief description of the candidate/s legal entity and business.
- ii. The candidate/s registration certificate (or equivalent) in force issued by the candidate/s business registry.
- iii. 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; the authorized representative must have delegated powers to answer on behalf of the candidate/s to any questions PPA may have, and to sign the agreement (In cases of Individual Enterprises).
- iv. A binding declaration of the candidate/s:
  - a. stating that is fully aware of the contents of this call and unconditionally and unreservedly accepts its terms;
  - b. acknowledging that its participation in the process takes place at its sole risk and expense and that the participation as such does not establish any right to compensation from PPA or PPA's personnel;
  - c. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the candidates;

- v. A binding declaration of the candidate stating that the ten (10) tractors will be delivered as per their submitted offer in terms of Delivery Duty Paid (DDP), ready to operate at PPA Container Terminal.
- vi. full contact details for the candidate/s authorized representative (including full name, address, phone and fax numbers and email address);
- vii. A binding declaration according to the law applicable to the candidate/s, confirming that the candidate/s :
  - i. It must not be in a state of bankruptcy, liquidation or compulsory receivership and proceedings to have it declared in a state of bankruptcy, liquidation or compulsory receivership must not have been launched.
  - ii. The managing partners in the case of a limited or general partnership or limited liability company, and the Chairman and Managing Director in the case of a Société Anonyme or the natural persons exercising management functions in all other cases must not have been convicted on the basis of a final judgement for:
    - a. participation in criminal organizations within the meaning of Article 2(1) of Council Joint Action No. 98/773/JHA.
    - b. bribery within the meaning of Article 3 of Council Decision of 26 May 1997 and Article 3(1) of Council Joint Action No. 98/742/CFSP
    - c. fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities.
    - d. money laundering within the meaning of Article 1 of Council Directive 91/308/EEC on prevention of use of the financial system for the purpose of money laundering.
    - e. embezzlement (Article 375 of the Hellenic Penal Code)
    - f. fraud (Articles 386-388 of the Hellenic Civil Code)
    - g. Extortion (Article 385 of the Hellenic Penal Code).
    - h. Forgery (Articles 216-218 of the Hellenic Penal Code).
    - i. Perjury (Article 224 of the Hellenic Penal Code).
    - j. Bribery (Articles 235-237 of the Hellenic Penal Code).
    - k. Fraudulent deliberate bankruptcy (Article 398 of the Hellenic Penal Code).
  - iii. Proof that they have fulfilled obligations relating to the payment of social security contributions in accordance with applicable Greek law (in the case of a Greek or

foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.

- iv. Proof that they have fulfilled obligations relating to the payment of taxes in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.
- viii. A binding declaration, affirming:
  - a. That, in case of award of contract to the specific candidate/s, that the candidate/s accepts and commits to the execution of the procurement, will undertake the procedures for issuing the relevant Certificates of Conformity, CE documentation and any other legal requirement according to Greek Law on behalf of PPA SA in order for the equipment to be fully operative at PPA SA.
  - b. The legal entity who possesses the know-how of the design studies/ manufacturing method/ assembly method / testing method and commissioning method of the tractor until certified according to EU and Greek legislation.
  - c. The country and location of manufacture, construction and assembly of the Tractors.
  - d. That the offered vendors list equipment will be readily available for production for at least the next ten (10) years from the date of submission of the statement and that if the equipment is deemed obsolete within this time period that he/she will propose a relevant replacement part and or equipment of which will be directly interchangeable.
  - e. That the candidate commits to providing technical support to PPA for the next five (5) years if he/she is selected with the award of the Call.

In the case of a grouping of contracting enterprises / joint venture, a private agreement establishing the joint venture must also be submitted which appoints the leader of the joint venture of contracting enterprises or grouping, which must declare the following as a minimum:

- i) The contracting enterprises' agreement to jointly submit the expression of interest.
- ii) the stakes of each member in the arrangement.
- iii) the joint representative and process agent for the members of the grouping or Joint

Venture, in dealings with PPA S.A. and

- iv) that members of the Joint Venture shall be jointly and severally liable to PPA S.A. for implementing the project and in the case of special or quasi general succession, the successors must be bound to continue to participate in the Joint Venture under the same terms.

Furthermore, the grouping of contracting enterprises / joint venture should also submit:

- a) An official copy from the register of minutes of the Company's Board of Directors or the competent body which approved participation in this tender procedure, appointing one or more representatives to submit the tender, and to sign any document relevant to the tender procedure, and appointing a process agent.
- b) A solemn declaration from the legal representative and process agent appointed by decision of the candidate's competent body, in which he unconditionally and unreservedly accepts his appointment as representative.
- c) Evidence confirming that the candidates legal representative has not been convicted for an offence relating to his professional activity and conduct, based on a decision applicable res judicata (a certified copy of an extract from the criminal record or other equivalent document shall be sufficient).

In the case of a joint venture of contracting enterprises or grouping of contracting enterprises, the abovementioned documents must be submitted by all members.

Note that the corresponding certificates (that the candidate/s is/are not bankrupt, not in liquidation, etc.) issued by the competent authorities of the country in which the company is established must be submitted, along with other supporting documents requested to the Candidate/s must be in effect on the date the contract is to be signed. If the said certificates are not issued by the relevant country they may be replaced by a sworn statement or if there is no provision for such, by a solemn declaration before a judicial or administrative authority, notary public or competent professional body of the country of origin or provenance.

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



The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and process) and (b) will immediately proceed with the review and evaluation of the fulfilment of the (SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTS). The Offers that were duly submitted and satisfy the PASS/FAIL criteria will be defined by the Committee as Offers that are acceptable and will proceed to the next stage of evaluation of the Technical Sub-Folder.

Apart from the hard copy of the documentation an electronic copy of each folder (**apart from the financial offer**) will be submitted. Where discrepancies between the dossier submitted in hard copy and the electronic version of each electronic copy are identified, the documents in hard copy will have precedence.

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

## 7. SUB-FOLDER OF TECHNICAL PROPOSAL

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The technical Proposal should include a description of the proposed terminal tractors in order to sufficiently demonstrate the candidates' understanding of PPA's specific requirements according to this Tender Call for the following:

- Ten (10) 4 x 2 wheel drive Terminal Tractors for Container Terminal use.
- Successful process for obtaining the relevant type approval and the relevant license plates for the Tractors in Greece according to the latest applicable Greek and EU legislation, as currently in force, by providing all the necessary documents to PPA and the competent Greek authorities and proceeding with any necessary act for this purpose.
- On-site technical and operational training at PPA premises for the provided equipment.

The analytical technical specification requirements as stated in ANNEX B and C should also be proposed and offered by the candidate within the technical offer.

The candidate shall be required to provide a table or equivalent list with comments for each item within Annex B and C with reference to technical documentation provided where appropriate.

Participants, amongst others, are obliged to provide the following documents **as part of their Technical Proposal:**

1. The candidates proposed warranty period (As stated in article 10).
2. The candidates proposed delivery time schedule (As stated in article 2)
3. Completed Technical Specification Table in Annex B - Technical Requirements Clarification Table C.
4. Layout drawings and tables:
  - General Layout
  - General Engine Drawing
  - Engine Performance Data & Spec. Sheet.
  - Transmission Performance Data & Spec Sheet.

- Diagram of cooling circuits for Engine Coolant, Transmission and Hydraulic Lubricant.
- Chassis Frame Drawing
- Drive Axle Structural Drawing
- Steering Axle Structural Drawing
- Elementary Diagram and Components Layout for Hydraulic Circuit.
- Components Layout.
- Elementary Diagram and Components Layout for Electrical System.
- Elementary Diagram and Components Layout for Brake System.
- Operator's cabin inside arrangement & distribution of Instruments and Indicators.
- Load Curve Diagram.

#### 5. Documents

- a. All the EU directives to which the equipment complies.
- b. List of offered special tools concerning the repair of engines, transmissions and axles.
- c. List of offered software and hardware concerning the troubleshooting, monitoring, and fault codes treatment etc. for engines and transmissions.
- d. CE Certification sample from same previously sold equipment of the candidate.
- e. Sample copies of the Inspection & Acceptance Tests Checklist and the Certificate of Fitness.
- f. Samples of ROPS and FOPS certifications.
- g. Certificate or equivalent documentation for country of manufacture.

#### **IMPORTANT NOTE:**

**The Technical Proposal must not include any financial information. Any financial information in the Technical Proposal will invalidate the proposal.**

#### ***7.1 Special Tools, Wear Gauges and Instruments***

Special tools and instruments as mentioned below but not limited to shall be stated and offered in the technical offer in the form of a detailed and analytical list:

- a) One (1) full set of special tools concerning the repair of engine, transmission and axles.

- b) An appropriate software and hardware program for troubleshooting, loading & unloading, monitoring, changing data, etc. for engine and transmission.

## ***7.2 Documentation & Manuals***

The awarded supplier will be obliged to submit the below documentation to PPA upon the delivery of the equipment (in one CD and one hardcopy for each delivered equipment/machinery):

- a) Detailed design drawings including:

- 1 General Layout
- 2 General Engine Drawing
- 3 Chassis Frame Drawing
- 4 Drive Axle Structural Drawing
- 5 Steering Axle Structural Drawing
- 6 Hydraulic System and Hydraulic Power Transmission Diagram
- 7 Layout for Components
- 8 Elementary Diagram and Layout for Electrical System
- 9 Elementary Diagram for Brake System and Layout for Units
- 10 Distribution of Instruments and Indicators
- 11 Load Curve Diagram
- 12 Power Output Curve Diagram
- 13 Torque Curve Diagram for Engine Output

The abovementioned drawings shall be provided either separately or included in the maintenance manual.

- b) Operator manual (in English & Greek),
- c) Maintenance manual (in English),
- d) Service & Workshop Manual for all the components (Engine, Transmission, Axle, 5<sup>th</sup> Wheel, Air Condition etc.)
- e) Spare parts list containing prices for trouble free operation of machinery available for at least 10 years.
- f) The Standards & Specifications applied for design, manufacture installation & test.
- g) Lists of all safety and protective measures and descriptions

h) Any another document that PPA judges as reasonable appropriate.

### ***7.3 Training***

On-site training shall be provided by the candidate within the offer of supply of the mentioned tractors. Indicatively the training program should be arranged in three (3) separate groups as follows:

- 1) Operator training – Three (3) days full training of operators, first day theoretical and second and third day's practical training on the tractors.
- 2) Mechanical technician training – Four (4) days full training of technicians, two (2) days theoretical and two (2) days practical training on the tractors.
- 3) Electrical technician training – Four (4) days full training of technicians, two (2) days theoretical and two (2) days practical training on the tractors.

The candidate shall be obliged to propose and arrange the final dates, times and content of the final training program schedule with PPA prior to the arrival of the tractors.

The training will be accepted by PPA upon signature of the relevant 'acceptance of training' form of which shall be created by the candidate and signed by both the candidate and the trainees.

The cost of training and any other relative expenses involved shall be fully borne by the candidate.

## **8. SUB-FOLDER OF FINANCIAL PROPOSAL**

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Participants are requested to submit a financial proposal as shown in Annex E.

### ***Terms and conditions***

- All prices should be stated in Euro, DDP at Container Terminal facilities located in PIRAEUS, GREECE, excluding VAT.
- No invoices should be issued without prior written acceptance from PPA SA.
- All costs regarding supply of equipment, delivery, shipping, customs clearance, insurance, inspections, certifications, issuance of plates and training should be fully borne by the Candidate.

## 9. TENDER AWARD

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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:

Evaluation of Technical Proposal/ Technical Score:

- (i) Technical specifications of machinery: up to sixty (60) points
- (ii) Delivery time of machinery: up to twenty (20) points
- (iii) Warranty period of machinery: up to twenty (20) points

**Technical Score (St) = maximum total points one hundred (100)**

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

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

Where:

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

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

Where:

- T = the weight of 60% given to the Technical Proposal;
- P = the weight of 40% given to the Financial Proposal; and
- T + P = 1.

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

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

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

## **10. WARRANTY**

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The candidate shall clearly identify within the offer, the proposed terms of warranty for the terminal tractors. The warranty period of the tractors shall be of at least twelve (12) months or-seven thousand five hundred (7.500) hours whichever comes first. The Transmission & Rear Axle warranty period shall not be less than twenty four (24) months or twelve thousand (12.000) hours, defined at whichever comes first. Cabin & Chassis paintwork: at least twenty four (24) months.

The warranty period for the equipment's spare parts should be at least two (2) years after hand-over and final acceptance from PPA.

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

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

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

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

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



## 11. ACCEPTANCE

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After arrival of the equipment, the Supplier shall undertake and successfully carry out the process of obtaining on behalf of PPA the relevant Certificates of Conformity, CE documents and any other relevant requirement in Greece in accordance with the Greek and EU legislation, as applicable and in force, and provide PPA and the competent Greek authorities with any required documents for all procured equipment and generally proceed with any necessary act for this purpose. The Supplier shall also conduct and carry out ALL the acceptance tests to confirm that the procured equipment meets the Tender specifications and performances.

All acceptance inspection shall be conducted within thirty (30) days after arrival. PPA staff will be present at the start-up conducted by the Supplier on-site.

Prior to the acceptance inspection, the Supplier shall submit the test procedures to PPA. The test scope shall cover all operations and performance. The acceptance test shall be jointly attended by both parties.

After the completion of the Acceptance Test, the Supplier shall prepare the Acceptance Report, which shall include but not limited to the following:

- The type of the equipment tested, date & location
- List of the participants both from PPA and the Supplier
- Any defects detected and remedy measures

One copy of the Acceptance Report for EACH machine is needed.

The Supplier shall submit the following documentation prior to requesting PPA to sign the Acceptance Report:

- The Quality Control and Inspection documentation folder signed by the candidate.
- The complete Inspection Report folder containing the entire Inspection process signed by the candidate.
- The successful testing and commissioning reports of the equipment signed by the candidate.

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

Both PPA and Supplier shall sign the Acceptance Certifications only when all of the following conditions are met:

- PPA regards that the terminal tractors are fully compliant with the requirements of the Tender and the Contract.
- Any defects and problems detected during the acceptance inspection have been solved by the Supplier and agreed by PPA.
- PPA has received all items and documentations specified in the Contract.

Only when the Acceptance Report and the Acceptance Certifications have been signed by PPA and the Supplier, the Equipment can be officially accepted by PPA (this is the final acceptance).

## **12. AFTER SALES SERVICES**

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Candidates must have authorized a representative within the European Union.

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

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

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

The delivery time of Spare Parts during the warranty period should not be more than five (5) working days from the written request of PPA unless otherwise reasonably agreed by both parties in writing.

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

### 13. PRICING

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Candidates are required to fill in full detail Annex D “Financial Proposal” of this tender document.

The below mentioned costs will be fully born by the candidate:

- a) The full cost of the Equipment and spare parts and special tools.
- b) All the testing and certification costs.
- c) All documentation and manuals as stated in the Tender Call.
- d) All training costs at PPA premises.
- e) All costs of: transportation, customs expenses, issuance of type-approval, registration plates, license registry, homologation fees and insurance of machinery.
- f) Visa application, travelling and lodging cost in Greece for all Supplier’s personnel.
- g) In general any other cost that may occur for the delivery of the Equipment in fully functional and in tested operation mode.

#### ***13.1 Spare Parts Pricing***

The awarded supplier will be required to provide a detailed spare parts list containing prices, quantities and manufactory factory details for the trouble-free and without delays operation of the equipment. The spare parts should be available for ten (10) years.

## 14. PAYMENT TERMS

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### *14.1 Payment Terms*

The proposed payment terms areas following:

- 30% of the contract amount as advanced payment payable within 15 days after signing of the contract and after receiving of;
  - A good performance guarantee of 10% of the amount of the contract upon signing of the agreement valid until the end of the warranty period.
  - Return of advanced payment guarantee of 20% of the amount of the contract upon signing of the agreement valid until final payment.
- 60% after delivery of the crane at PPA premises and after the issuance of type approval and any other legal documents for the equipment according to Greek Law on behalf of PPA SA.
- 10% after final acceptance from PPA SA as set forth in Article 11 and after completion of on-site training.

## 15. GENERAL TERMS

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1. The validity of the candidates offer should be for at least four (4) months from Proposal submission deadline set for this tender.
2. This Tender is expressly not a Contract between PPA and the Participant, or an offer to Contract.
3. PPA is not bound to accept the lowest or any Proposal.
4. Nothing in this Invitation, any Proposal, or any conduct or statement made before or after the issue of this Invitation is to be construed so as to create legitimate expectations or give rise to any contractual obligations, express or implied, or any obligations in equity. PPA makes no binding representations or undertakings as to how the Proposal process will be conducted.
5. PPA reserves the right to postpone, adjourn or cancel the Tender, as well as to amend the time table of the Tender and of the Tender in general, at any time, or to repeat the Tender, at its sole discretion, without bearing any liability towards the Participants in the Tender or/ and any third parties. Participation in the Tender remains at the Participant's sole responsibility and expense. The Participant does not derive any compensation rights out of this participation other than those set out in the present document. Participation itself in the Tender Procedure equals to Participant's full and unconditional acceptance of the Tender terms and conditions.
6. PPA S.A. reserves the right to amend or extend the timetable of delivery time of terminal tractors, at its sole discretion, without bearing any liability towards the Final Contractor.
7. In case less than three (3) candidates' offers fulfill tender criteria in order for their financial proposals to be unsealed, then, PPA reserves the right to cancel the procedure by declaring it as non-successful and proceed with "Competitive Dialogue/Negotiation" procedure according to the provisions of article 12.1.1 of the Regulation in force. In that case the Company retains the right to negotiate with the participants which fulfil the minimum technical requirements of ANNEX B and C and the criteria set within article 6.2 (ii, iii, iv, v, vi, vii) prescribed in the call for tenders.
8. PPA reserves the right to make any amendment in connection with the present Tender. All amendments shall be communicated in writing to all Bidders. Possible supplementary offers meeting the requirements of these amendments shall be submitted signed by the party signing the initial Offer and shall comprise an integral part of the initial offer.

9. The Contract will be governed by and construed in accordance with the Laws of Greece.
10. The Contract will be in the Greek Language and all written communication between the parties will be in the Greek or English language. However the official Communication language will be considered the Greek one.
11. All applicable regulations and standards (Greek, European Union) should be complied with.
12. Confidentiality: The parties shall keep the terms of the Tender or/and the Contract strictly confidential and shall not disclose such terms to third parties, except as may be required by Law.
13. If a Participant is found to have made false or misleading claims or statements, PPA reserves the right to reject at any time, any Proposal submitted by or on behalf of that Participant. Participants should be aware that giving false or misleading information is a serious offence under the Criminal Code.
14. The Participants are prohibited to form alliance or exchange information in the tender process, so as to damage the interest of PPA and also exclude the participation of other bidders.

#### ***15.1 Penalties imposed upon delay of final acceptance***

- i. For a delay of up to 30 days from the end of the contractual deadline for completing the project, the sum of five hundred euro's (€ 500) shall be seized per calendar day as a penalty to the Supplier.
- ii. For each day of delay after the period of the previous subparagraph, the penalty shall rise to one thousand euro's (€ 1000) per calendar day to the Supplier.
- iii. Where the penalties amount to the good performance guarantee stated in Article 5, provided that there continue to be grounds for imposing a penalty, PPA S.A. shall be entitled to terminate this Contract due to the Supplier's fault, in which case the said performance bond shall be seized.
- iv. PPA S.A. reserves the right to demand that the Supplier pays any other penalty imposed on it by the Hellenic Republic in accordance with the provisions of the Concession Agreement, which is associated directly or indirectly with failure to meet the deadlines in the contract schedule or with any other related event due to the Contractor's fault.

## **ANNEX A: FORM OF TENDER PARTICIPATION BANK GUARANTEE**

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### **(TENDER BANK GUARANTEE)**

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

10, Akti Miaouli

185 38, Piraeus Greece

Date:.....

Dear Sirs,

**1.** We have been advised that:

a)[Full Name], a [Type of Entity], lawfully established under the laws of [jurisdiction], with registered offices at [Full Address of Registered Office], registration number [number of corporations' or similar register], as lawfully represented (the "Candidate") intends to submit a binding offer (the "Offer"), in response to a document entitled "CALL OF TENDER FOR THE AWARD OF PROCUREMENT OF THE SUPPLY OF TEN (10) 4 X 2 WHEEL DRIVE TERMINAL TRACTORS FOR THE CONTAINER TERMINAL USE", issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated ..... (the "Call"). Capitalised terms not defined herein shall be used as defined in the Call.

**2.** We have been advised that the obligations of Candidates regarding their participation in the tender process are several and accept to be bound by and to 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 ..... (€)

**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 is of indefinite duration and in any case shall remain in full force and effect until the earlier of: (a) the date on which all amounts available hereunder have been fully and actually drawn and paid to you; (b) upon receipt of your confirmation in writing or by authenticated SWIFT to the effect that you finally and irrevocably release us from any obligations hereunder.

**8.** This guarantee shall be governed and construed in accordance with Greek law. The courts of Athens, Greece shall have exclusive jurisdiction to resolve any disputes associated with this instrument.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

## **ANNEX B: TECHNICAL CHARACTERISTICS**

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### **1 General Requirements**

The tractor will handle semi-trailers loaded with 20', 40', 45 or 2 x 20'' containers and it will be operating within the PPA container terminal yard. It shall have efficiency, reliability, safety and flexibility of operation.

### **2 Operating Environment**

The Terminal Tractor will be designed to work under operating conditions following:

- 2.1 Ambient temperature -10 to 50°C
- 2.2 Suitable for working under any normal, rain and night operation.
- 2.3 Suitable for working under dusty conditions, such as dust, grind material, salty air, fog and air with acid/alkaline particles
- 2.4 Highest wind velocity shall be 20 m/s in operation and 40m/s in non-operation conditions
- 2.5 Must be able for at least 16 hours continuous working, without any performance reduction.

### **3 Standards and Criteria**

The design, manufacture, installation and test of the Terminal Tractor shall be in compliance with the latest edition of the Standards and Criteria set forth below:

- 3.1 Basic Standards : GB, FEM, ISO, DIN, BS, JIS, SAE or equivalent
- 3.2 Electrical : IEC or equivalent
- 3.3 Paint : SIS, SSPC, ASTM or equivalent
- 3.4 Welding : AWS, ASME, CEN, DIN, or equivalent

### **4 Basic Parameters**

- 4.1 The tractor will be able to handle a semi-trailer loaded with one fully loaded 45' 40' or two fully loaded 20' containers.
- 4.2 The tractor shall have a 5<sup>th</sup> wheel suitable for a 2'' king pin.
- 4.3 The 5<sup>th</sup> wheel shall have min 31tn lift capacity (static load).
- 4.4 There will be an elevating boom with min 700mm lifting height of fifth wheel.
- 4.5 The engine power shall be at least 170HP/2200rpm according to SAE J 1995.

- 4.6 The tractor will be 4 x 2 wheel drive. The rear axle will be the driving axle.
- 4.7 The tractor cabin shall be on the left hand side and the driver's seat will be facing forward.
- 4.8 The speed shall be min 25km/h.

## **5 Technical Requirements**

The terminal tractor shall have a rigid construction. The main components will be high quality and well dimensioned for the required use. The tractor configuration will allow easy access to all main components for quick and efficient maintenance. The cabin will be safe, ergonomic and easily accessible.

### **5.1 Chassis**

- 5.1.1 The chassis will be constructed by high quality steel (not recycled). It will be a rigid, heavy-duty welded construction according to DIN or equivalent standard.
- 5.1.2 The outer part of the chassis will be equipped with anti-slip flooring in order to allow safe access to the cabin and the rear.
- 5.1.3 The chassis shall have rigid bumpers in the front (metal) and the rear (metal or plastic). The front bumpers will be curved. There will also be mud guards which will be adjustable and be easily replaceable.
- 5.1.4 Both sides will have side bumpers to protect all reservoirs and tanks. The air reservoirs and fuel and oil tanks will be mounted in steel boxes to the chassis for better protection.
- 5.1.5 There will be a towing pin mounted in the front and rear.
- 5.1.6 The configuration of the chassis shall allow easy access for inspection, maintenance and replacement of parts.
- 5.1.7 The cabin access must be possible at least from right side. Cabin access from both sides will be an asset and will be evaluated.

### **5.2 Engine (Maximum 15 points)**

- 5.2.1 It shall adopt a six cylinder 4-stroke with turbo intercooler engine with low rotation speed and high torsion. Preferred brands are Volvo and or Cummins.
- 5.2.2 The engine's rating power shall be no less than 170HP / 2200 rpm according to SAE J 1995.
- 5.2.3 It shall have warning system for all the crucial functions like, intake air pressure,

high coolant temperature, low fuel pressure, etc.

- 5.2.4 The installation of the engine shall be easy for maintenance.
- 5.2.5 A special inspection valve shall be set at fuel inlet pipe for the purpose of sampling.
- 5.2.6 There will be a two element air filter. It shall be easy to replace, and shall have clogging indicator.
- 5.2.7 The equipment shall incorporate Electronic Diesel Control system (EDC) to monitor and optimise consumption of fuel during operations. It is suggested that the engine will be equipped with idle shut down adjustable control system for reduction of fuel consumption.
- 5.2.8 The capacity of fuel tank shall min 200L and capable for continuous operation of at least 20 hours.
- 5.2.9 The discharge of exhausting fume of the engine shall be compliant with all the latest EU & National directives & legislations.  
The Supplier shall provide information on discharge of exhaust fume and the noise value for the operator.
- 5.2.10 All covers of the tank and reservoir outlets will be clearly marked.
- 5.2.11 Exhaust pipe vertically mounted with curved end pipe. Stainless steel protection grilles at critical areas for personnel protection from high temperatures.

### **5.3 Gearbox and Transmission System (Maximum 15 points)**

- 5.3.1 The transmission shall be fully automatic with torque converter & lock-up for better operating efficiency and preferably brands are: Allison and or ZF.
- 5.3.2 Transmission: It shall have 5 shifts gear forward and 1 shift backward direction, and be provided with protection function of wrong gear selection. The speed range for the transmission case shall match with the power output, and the calculation of the match shall be provided.

### **5.4 Axles – Suspension (Maximum 15 points)**

- 5.4.1 The tractors will be two wheel drive (4x2) with the front axle being the steering axle and the back being the drive axle.
- 5.4.2 Both axles will be constructed by a first class manufacturer and will have adequate strength to handle breaking forces at full load. Preferably brand are Kessler or Meritor.
- 5.4.3 The front and rear axles shall have lifting capacity of at least 10tn and 30tn

respectively at 20km/h.

- 5.4.4 The suspension of the front axle will be with parabolic leaf springs in rubber mountings with two telescopic shock absorbers.
- 5.4.5 The rear axle will have an air suspension system, shock absorber and control valves for lifting/lowering. Also there will be a stabilising system when the 5th wheel is loaded.
- 5.4.6 The suspension system will be able to lower approx. 40mm to ease the connection to very low trailers.

## **5.5 5th Wheel - Hydraulic System**

- 5.5.1 The fifth wheel shall be cast steel plate and have an appropriate slot for a 2'' king pin according ISO 337:1981 or DIN 74080 or equivalent.
- 5.5.2 The locking of the 5th wheel will be automatic using springs and the unlocking with a pneumatic system operated from within the cabin. There will also be possibility for manual unlock. Must have sensors for signal transmission at light indicators in the cabin for lock or unlock condition.
- 5.5.3 The fifth wheel must have minimum technical capacity 36 ton and minimum lifting capacity 34 ton.
- 5.5.4 The lift of the 5th wheel will be hydraulic. The 5<sup>th</sup> wheel will be able to handle very low trailers with gooseneck.
- 5.5.5 The distance of king pin slot (while 5th wheel is down) from the first fix elevated point on chassis to the direction of cabin, must be at least 2200mm.
- 5.5.6 The 5th wheel shall be able to tilt back and forth (compared to longitudinal axis).
- 5.5.7 The two hydraulic cylinders will be telescopic, double acting and single stage. They will have chromium finish and they will not suffer side forces.
- 5.5.8 The lifting hydraulic pump will be heavy duty. The hydraulic valves will be heavy duty, appropriate for tractors (mobile type).
- 5.5.9 There will be a hydraulic oil reservoir and appropriate hydraulic filters.
- 5.5.10 Installation of valve for manually lowering 5<sup>th</sup> wheel with tractor turned off.
- 5.5.11 The fifth wheel hydraulic cylinders shall have lowering check valve for safety reasons in case of sudden pressure loss on hydraulic circuit.

## **5.6 Brake System**

- 5.6.1 The brake system will be full pneumatic with split front and rear axle circuits.

Split circuits for brakes and other functions. Automatic slack adjusters installed at both axles

- 5.6.2 The brake system of the tractor will be connected to the trailer through yellow and red spiral hoses with gland palms (ISO 1728).
- 5.6.3 Both glad palms of the air hoses red and yellow, must have valve for not losing air when are disconnected.
- 5.6.4 There will be an air dryer in the brake system.
- 5.6.5 There will be a mechanic parking brake with spring brake cylinders working on the rear wheels.
- 5.6.6 All friction materials in the brake system will be asbestos free.
- 5.6.7 There will be a brake disengagement option for towing. There will be automatic engagement of the brakes in case of loss of pressure in the air circuit.

## **5.7 Steering System**

- 5.7.1 There will be a fully hydrostatic steering system with priority valve and double acting steering cylinder. The hydraulic distributor (ORBITROL) will be under the steering wheel.
- 5.7.2 There will be an emergency manual steering option at the event of sudden engine stop.
- 5.7.3 The maximum turning radius over the front bumper will be around 6,25m

## **5.8 Cooling system**

- 5.8.1 There will be heavy-duty construction radiators, mounted on rubber silent blocks.
- 5.8.2 There will be engine air to air intercooler and transmission oil cooler.
- 5.8.3 The coolers should have an open structure and be easy to dismantle and clean

## **5.9 Electrical system – Lights**

- 5.9.0 The communication between all the control units must be can-bus SAE J1939.
- 5.9.1 The electrical system shall operate at 24Volt. There will be 2 batteries and a 24V starter. The battery should be sufficient to cover all vehicle operational requirements.
- 5.9.2 The alternator and the starter will be heavy duty industrial type. Their brand and type will be clearly visible. Either it shall be embossed on the parts or on a stable label nearby.
- 5.9.3 All fuses and relays will be mounted in a central electrical box. The wiring will

have visible code numbers and will be mounted in a central electric box. The central box will have at least two spare sockets.

- 5.9.4 There will be a waterproof socket at rear of the cabin for connection with the semitrailer. Semitrailer voltage will be also 24V. The cables for the connection will be provided.
- 5.9.5 At appropriate position there will be also another 24V socket that will be used in case of emergency to start up from external supply (jump start).
- 5.9.6 There will be headlights, tail lights, reverse light, side marker lights, light for fifth wheel back up -and rotating beacon light. There will also be a manually operated floodlight that will be able to turn 360deg. In general, there will be all lights necessary to comply with the traffic regulations, as well as the health and safety regulations for operation within the terminal. The lights will be sufficiently protected by bumpers or grids.
- 5.9.7 All the lights to be LED technology with minimum life span 40000hr.
- 5.9.8 There will be a reversing alarm.
- 5.9.9 All electric components and lights will be waterproof and resistant to corrosion.
- 5.9.10 One socket 24V on an independent supply line 24V with 10A fuse at L profile steel plate (see 5.10.11) that will be able to cut off from Tractor main switch.
- 5.9.11 One socket 12V on an independent supply line 12V with 10A fuse at VHF position
- 5.9.12 One can-bus socket below the dashboard for connection of diagnostic tools to can-bus network.
- 5.9.13 One 12V lighter socket with 5A fuse at the right side of dashboard.
- 5.9.14

#### **5.10 Cabin (Maximum 15 points)**

- 5.10.1 The cabin will be one man cabin at left hand drive position. The driver position is facing forwards. The cabin access must be possible at least from right side, cabin access from both sides will be an asset and will be evaluated.
- 5.10.2 The cabin will be constructed with strong steel profiles. It will be ROPS and FOPS tested and certified and shall have a manual hydraulic cabin forwards tilt pump and handle including a stabilising bracket.
- 5.10.3 The cabin will be mounted on anti-vibration mounts in combination with shock absorbers. It can be tilted for easy access. The tilt angle will be such in order to

allow dismantling of the engine and transmission without dismantling of the hydraulic cylinder assisting the tilt. The cabin will be able to secure by mechanical means at horizontal and at maximal tilt position.

- 5.10.4 There will be noise insulation and it will comply with latest EU rules.
- 5.10.5 The windows have to be large, allowing maximum visibility from all sides. The window panes will be made of tinted hardened safety glass. The front and rear windows will have electric windshield wiper (at least 2-speed). The side windows will open sliding manually vertically or horizontally.
- 5.10.6 The cabin will have a suitable platform arrangement that will allow the operator to perform the connection with the semitrailer. All doors should be able to lock.
- 5.10.7 The operator seat will be ergonomic, fully adjustable and with an automatic height adjustable air suspension system. It shall also be equipped with a seatbelt and the lining will be from artificial leather or other hardwearing material. Preferably brand is ISRI. Additionally the cabin will have a suitable fold away second seat, for operators training or performance tests after repairs.
- 5.10.8 The controls will be ergonomically placed and easily accessible. The place of the controls will not hinder the visibility of the operator.
- 5.10.9 The cabin must be air-conditioned, and the A/C must be capable to reach the temperature of 25deg when outside is 45deg and 18deg when outside is 0deg. The cooling fluid must be environmentally friendly & in accordance with all the latest EU regulation. There will be filter for fresh air intake. (Degrees in Celsius).
- 5.10.10 There will be rear view mirrors externally at both sides of the cabin. There will also be a rear view mirror inside and a cabin light.
- 5.10.11 The cabin shall be equipped with a VMT (Vehicle Mounted Terminal) support bracket equipped with 24V/10A power supply. The support bracket should be an L profile steel plate with dimensions 120mm\*120mm\*3mm and length 200mm welded or bolted at a permanent rigid base at the right corner of the cabin. The position of the L profile steel plate should be within the reach of the right hand of the operator without blocking visibility.
- 5.10.12 The cabin shall be equipped with a VHF slot with size minimum 190mm\*50mm
- 5.10.13 Four (4) holes D12mm at 50 mm between, in square design. The position must be at the front right corner either at the top of the cabin, or at the side of the cabin near



to the top (details will be discussed after contract assigned).

- 5.10.14 On the cabin must be installed a square plate 3mm 200mm x 200mm elevated 150mm from the cabin top. The plate must be installed on the front right corner at the top of the cabin, and based on two sides. (Details will be discussed after contract assigned).

## **5.11 Cabin Instruments**

- 5.11.1 In the cabin there will be an electronic monitoring system to provide at least the following indications clearly:

- Hour meter (engine running hours)
- Speed
- Engine RPM
- Fuel Level (with sound alarm)
- Engine coolant temperature (with sound alarm).
- Engine oil pressure (with sound alarm).
- Transmission oil temperature (with sound alarm).
- Transmission oil pressure (with sound alarm.)
- Air pressure for each tank (with sound alarm).
- Alternator charging
- Engine coolant level (with sound alarm)
- Fuel Level (with sound alarm)
- Handbrake on
- 5th wheel lock/unlock
- Engine & Transmission Fault Codes.
- Current speed & transmission function

In general, the tractors shall be equipped with all the necessary indications for control of their components and systems and these indications should be positioned for easy use from the operator and illuminated.

## **5.12 Tyres**

- 5.12.1 The tractors shall bear 6 tires of dimension 12R22,5 18PR
- 5.12.2 The tires should be industrial type tubeless and radial, constructed by a first class manufacturer.
- 5.12.3 The tires will be pressed on heavy duty steel rims 9''x 22,5'' with 10 studs M22 for

tubeless tires.

### **5.13 Material - Welding**

- 5.13.1 All material shall meet the requirements on strength and rigidity of load design and shall be compliant to the applied standards.
- 5.13.2 All of the steel surfaces shall be free from rust, scale and defect. All cast face shall be smooth, clearly contoured and good shape, without any air cavity, draw hole and slag. The factory test reports and certificates shall be provided for main material used for vehicle frame and main beam
- 5.13.3 All welding technology shall be compliance with the specified standards. The supplier shall provide the factory welding standards and related test reports on demand.
- 5.13.4 Tensile strength of the applied welding bars shall be higher than that of the master material.
- 5.13.5 The supplier shall provide with the method for welding test, and test reports for the main bearing weld part upon demand.
- 5.13.6 The drilling for bolting steel structures shall be accurate. Punching and gas cutting is not allowed.

### **5.14 Surface Finishing and Painting**

- 5.14.1 The surface finishing and painting of the steel structure shall be accordance with specified standards and adapted to local climatic conditions. Cabin & chassis must be complete sandblasted according SA2.5, treated with primer and finished with a Multi-layer epoxy coating 100 -150μ.
- 5.14.2 All structure surface finishing shall ensure a 2-year life for the painting. No crack, corrosion and fade shall be allowed. Paint damage due to delivery, installation and tests will need to be rectified.
- 5.14.3 The tractors will bring the PPA logo on both sides and front (with size that is visible from 100m distance). The tractors will bring the PPA Asset Code in front as well as both sides and top of the cabin and will be painted according to colour code which will be informed by PPA.
- 5.14.4 All treatments and paints will comply with current health and safety as well as environmental protection regulations.

### **5.15 Other (Obligatory)**

Every tractor should be equipped with:

- Fire extinguisher installed at appropriate position
- Parking triangle
- First Aid Kit
- One (1) spare wheel
- One (1) spare set of spiral hoses and cables to connect with semitrailer

#### **5.16 Spare parts (Obligatory)**

To be provided in technical offer and priced in financial offer:

Two (2) driver's seat same as original offered

Two (2) fifth wheel hydraulic cylinder

Ten (10) filter sets (kits)

#### **5.17 Delivery time (Minimum 10 points- Maximum 20 points)**

Ten (10) points for nine (9) months, fifteen (15) points for eight (8) months and twenty (20) points for seven (7) months. For over nine (0) months delivery, zero (0) points will be given even if the delivery time is accepted after negotiations.

#### **5.18 Warranty Period (Minimum 10 points – Maximum 20 points)**

Ten (10) points for minimum warranty time of Terminal Tractor (equipment) according to article 6, five extra points per every six (6) month additional warranty provided. Paintwork, transmission and axle warranties must be according to minimum requirement.

Balance of scoring criteria analysis

<b>Technical Score (St) = maximum total points one hundred (100)</b>		
<b>Technical Criteria description</b>		<b>Max points</b>
<b>1</b>	<b>5.2 Engine</b>	<b>15</b>
<b>2</b>	<b>5.3 Gearbox and Transmission System</b>	<b>15</b>
<b>3</b>	<b>5.4 Axles – Suspension</b>	<b>15</b>
<b>4</b>	<b>5.10 Cabin</b>	<b>15</b>
<b>5</b>	<b>5.17 Delivery time</b>	<b>20</b>
<b>6</b>	<b>5.18 Warranty Period</b>	<b>20</b>
<b>Total</b>		<b>100</b>

## ANNEX C: TECHNICAL REQUIREMENTS CLARIFICATION TABLE

PPA Requirement			Supplier's Declaration	Remark
Model type				
<b>Dimensions</b>				
Height (mm)				
Length (mm)				
Width (mm)				
Track width (mm)				
Wheelbase (mm)				
Cabin height (mm)				
5th wheel height (mm)	Loaded			
	Unloaded			
Ground clearance (mm)				
Turning radius (mm)		≤6800		
<b>Weights</b>				
Gross vehicle weight (GVW) (kg)				
Gross Combined Weight (GCW) (kg)				
Gross Axle Weight (GAW) (kg)	Front			
	Rear			
Fifth Wheel max load (kg)				
<b>Performance</b>				
Max lift capacity on hydraulic cylinders (tn)		≥27		
Tractive effort at 5km (N)				
Speed (km/h)	Loaded	≤25		
	Unloaded	≤25		
Gradeability (%)		Loaded		
Pls attach a diagram of tractive effort vs speed				
Pls attach a diagram of gradeability vs GCV and tractive effort				
<b>Engine - Electric system</b>				
Model of Engine				
Manufacture				

Country of Origin				
Rated power		SAE J 1995		
Fuel Consumption				
Max. torque /Nm				
Compression rate				
Number of cylinders / displacement				
Storage Battery voltage / capacity		24V, $\geq 2 \times 180\text{Ah}$		
Alternator Type / Maker				
Starter Type / Maker				
Fuel tank Capacity		$\geq 200\text{L}$		
<b>Transmission</b>				
Model of Power shift Transmission				
Country of Origin				
Speeds forward and reverse Ratio gears		5 F - 1 R		
Torque Converter (type / manufacturer)				
<b>Suspension</b>				
Drive		4 x 2		
Front Axle manufacturer				
Front Axle Lifting capacity (tn)	Static			
	20km/h	10tn		
Front Axle Suspension Type				
Rear Axle manufacturer				
Rear Axle Lifting capacity (tn)	Static			
	20km/h	$\geq 30\text{tn}$		
Rear Axle Suspension Type				
<b>5th wheel</b>				
5th wheel type and slot		cast steel plate for 2" king pin		
Static load		$\geq 31 \text{ tn}$		
Locking				
Unlocking				
Hydraulic pump (type / manufacturer)				

Hydraulic valves (type)				
Hydraulic oil reservoir capacity (lt)				
<b>Breaking system</b>				
Driving breaks type				
Parking breaks type				
Air compressor	Flow (t/min)			
	Working Pressure (bar)			
Air reservoirs (number, capacity)				
<b>Steering System</b>				
Type				
Hydraulic Pump (Type / Maker)				
Steering hydraulic cylinders (Type / dimensions)				

## ANNEX D: FINANCIAL PROPOSAL SUBMISSION FORMS

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

To: \_\_\_\_\_

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [.....] in accordance with your Call of Tender entitled  
 “PROCUREMENT OF TEN (10) 4 X 2 WHEEL DRIVE TERMINAL TRACTORS FOR  
 CONTAINER TERMINAL USE” 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 DDP offer that does not include VAT.

EQUIPMENT – TERMINAL TRACTOR					
Item #	Description / Category	A1: Unit Equipment Price (€)  (without VAT)	Quantity	A2: Total Equipment Price (€)  (without VAT)	Warranty Provided  (in years)
Price for Terminal Tractors					
Price for Spare Parts					
Price for Special Tools					
<b>TOTAL EQUIPMENT PRICE:</b>					

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for four (4) months after the expiry of submission date of the offers, plus two (2) months if PPA SA requests so according to the Tender terms.

We understand you are not bound to accept our Proposal and that we are not entitled to any compensation in case of non-acceptance or withdrawal of our proposal.

Yours sincerely,

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

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

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

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

## ANNEX E: FORM OF GOOD PERFORMANCE BANK GUARANTEE

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### (TENDER BANK GUARANTEE)

Piraeus Port Authority S.A. (PPA S.A.)  
10, Akti Miaouli  
185 38, Piraeus Greece  
Date: .....

Dear Sirs,

**1.** Herewith we guarantee, irrevocably and unconditionally, waiving the right to divide and to require the debtor to pay first, in favour of Piraeus Port Authority S.A. Akti Miaouli 10, 18538 Piraeus, Greece and up to the amount of euro [.....] for the good performance of the contract with [...company name....], [...company address..], concerning the tender procedure initiated on [...date..], as subsequently amended accordingly of Piraeus Port Authority S.A. Akti Miaouli 10, 18538 Piraeus, Greece, with the subject: [....tender subject....] of total value euro [.....], in accordance with the number [....] purchase order of yours dated [.....].

**2.** The above amount of guarantee is held at your disposal which we are obliged to pay to you in whole or in part without any rejection or objection on our behalf and without considering the merits of your claim within three (3) days upon your written notice.

**3.** For the purpose of identification your written demand for payment and all other correspondences has to be presented to us in full by authenticated swift message to our swift address [.....] through the intermediary of a bank. Within the validity period of this guarantee, confirming that your original demand for payment or any other correspondence has been sent to us by registered mail or special courier and that the signatures appearing thereon are authentic and legally binding upon your company. Your written demand or other correspondence by registered mail or special courier shall be accompanied by a cover letter issued by the intermediary bank confirming that the signatures appearing on the beneficiary's attached document are authentic and legally binding upon your company. Your written demand and all other correspondence shall be issued in Greek or English language. For the avoidance of doubt, your demand for payment or any other correspondence shall be deemed to have lodged on the date on which your demand for payment or any other correspondence sent via registered mail or special courier is in our possession at our counters in [.....]

**4.** This guarantee is valid until [...] at the latest and will automatically become null and void, if your claim in the above form has not been received by us on or before the above mentioned expiry date regardless of such date being a banking day or not. Upon expiry,



we shall be automatically released and discharged from all our liabilities under this guarantee, whether this guarantee is returned to us from cancellation or not.

5. 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. This guarantee is personal to you and is neither assignable nor transferable.

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

9. This guarantee shall be governed and construed in accordance with Greek Law. The courts of Piraeus shall have exclusive jurisdiction to resolve any disputes associated with this instrument.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

## **ANNEX F: FORM OF ADVANCE PAYMENT BANK GUARANTEE LETTER**

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### **(TENDER BANK GUARANTEE)**

Piraeus Port Authority S.A. (PPA S.A.)  
10, Akti Miaouli  
185 38, Piraeus Greece  
Date: .....

Dear Sirs,

**1. We have been informed that:**

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

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

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

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

**4.** 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.

5. 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.

6. This guarantee shall be governed and construed in accordance with Greek Law. The courts of Piraeus shall have exclusive jurisdiction to resolve any disputes associated with this instrument.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]