

CALL OF TENDER FOR

THE AWARD OF PROCUREMENT OF THE SUPPLY,

INSTALLATION, COMMISSIONING AND TESTING OF

TWO (2) DOUBLE LEVEL LUFFING JIB CRANES

FOR SHIP REPAIR USE

IN THE FRAMEWORK OF THE MANDATORY

ENHANCEMENT: M.E.06

Piraeus, Greece

. July 2020

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1. DEFINITIONS

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

- a) **“Assigning Company”** or **“the Company”** or **“PPA S.A.”**: the societe anonyme under the corporate name “Piraeus Port Authority S.A.”
- b) **“Concession Agreement”** means the 24.6.2016 amendment and codification into a single text of the Concession Agreement of 13.2.2002 between the Hellenic Republic and Piraeus Port Authority S.A., which was ratified by Law 4404/2016.
- c) **“Authorized Representative”**: a legal representative of the Candidate (according to the Candidates statutes/bylaws) thereof or a specifically authorised representative (by a decision issued by the Candidate’s competent body), as the case may be, who has the power to bind the Candidate and also has the authority to sign and submit the Candidate’s Offer;
- d) **“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;
- e) **“Tender”** or **“Call”**: the said document;
- f) **“Candidate”** or **“Bidder”**: The Legal Entities, Companies, Joint Ventures or Groupings of Legal Entities/ Companies participating in the Tender by submitting an Offer for the supply of equipment and services that are subject matter of this Call for Tender.
- g) **“Interested party”** means Legal Entities, Companies, Joint Ventures or Groupings of Legal Entities/ Companies which intend to take part in the tender procedure by submitting an offer.
- h) **“Contractor”** or **“Supplier”**: the candidate to whom the procurement contract will be awarded, by virtue of the contract to be drafted and signed”
- i) **“Eligible Bank”**: means a credit or financial institution or insurance company within meaning of Article 14(1)(b) or (c) of Law 4364/2016 operating lawfully in an EU, EEA or OECD or Financial Action Task Force (FATF) country, which in accordance with the applicable provisions have such a right, or in a country with a credit rating for long-term investments of at least A- (or equivalent) or higher from at least any two of the rating’s agencies Moody’s, Standard & Poor’s or Fitch. Also ETAA - TSMEDE Fund is considered as acceptable Institution.



- j) **“Tender Evaluation Team”** or **“Committee”** means the PPA Tender Evaluation Committee which consists of senior company executives and will be established by PPA’s competent management bodies’ decision.
- k) **“Third Party Inspection Company”** means the accredited Third Party Inspection Company who will undertake the task of supervision of the entire project according to Article 13 of this Call.

2. IN GENERAL

2.1 Preamble

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

The 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).

2.2 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.

3. ASSIGNING COMPANY – SCOPE OF TENDER

3.1 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

3.2 Scope of Tender

The scope of the tender shall be for a turn key Project for the Award of **Procurement of the Supply**, Installation, Commissioning and Testing of two (2) Double level luffing Jib Cranes for Ship Repair use', in accordance with the technical specification herein at Piraeus Port Authority S.A with a delivery time of: **Sixty (60) calendar weeks** from contract date, CIF ready to operate at Ship Repair Department of P.P.A. S.A.

Note that for the successful completion of the procurement, the scope of the tender also includes and the selected Supplier shall undertake at no extra cost for PPA SA, the following:

- The insurance during transportation of the said cranes.
- The installation of the delivered Cranes and related equipment at manufacturer's premises and at Ship Repair Department of PPA S.A.
- The design, fabrication, erection, assembly, testing and commissioning of the Cranes and related equipment at Ship Repair Department of PPA S.A.
- The technical and operational training at PPA premises for the delivered Cranes and related equipment.
- The supply of spare parts and special tools requested within this Call.
- The process of obtaining the relevant certification for the cranes 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 where required and proceeding with any necessary act for this purpose.

4. TERMS AND CONDITIONS

4.1 Legal & Regulatory Frame

The tender procedure shall be conducted in accordance with:

- Law 4404/2016 (Government Gazette 126/A/8.7.2016) and the Concession Agreement on use and exploitation of certain areas and assets within the Port of Piraeus of 24 June 2016 ratified by Article 1 of that Law, together with its annexes, which agreement was entered into between the Hellenic Republic and PPA, under which the Hellenic Republic granted PPA the exclusive right to hold, use, manage, maintain, improve and exploit the assets conceded to it, in accordance with the terms of the agreement.
- The EU General Data Protection Regulation in force (EU 2016/679) and Greek Law 4624/2019.
- All relevant applicable Greek legislation in general.
- The applicable PPA Contracts and Sub concessions Regulations.
- The provisions, terms and conditions outlined within the present Call.

In addition to the above, the Tender Documents and other information on the basis of which the tender procedure is conducted and the Contractor for the Jib Cranes is selected, consist of the documents cited below. Where there are discrepancies between the content of their terms, the order of validity of those documents is as stated below:

- i. The present Call
- ii. The special conditions of the Contract
- iii. The Technical Description, Specifications & Requirements
- iv. The Financial Tender Form

4.2 Provisions of clarifications

Interested parties can submit any questions, clarifications or supplementary information concerning the Call to one of the following email addresses: jibcranetender@olp.gr or procurement@olp.gr. If requested in good time, and in all events no later than five (5) working days before the last date for submitting offers, supplementary information, clarifications, etc. will be provided by PPA to all interested parties no later than three (3) working days before the last date for submitting the offer.

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

If it is not possible to provide the said clarifications in time, PPA may but is not obliged to extend the deadline for submitting offers for a reasonable period.

In all events, PPA may but is not obliged to extend the deadline for submitting offers where:

- a request for clarifications is submitted, which in the Company's view is important for shaping the tender or
- a reasoned request of one or more Candidates in the Company's view.

If as a result of the clarifications procedure it is considered necessary, the Company shall grant interested parties an extension in the deadline for submitting their offers, as stated above.

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

4.3 Submission of offers

Since PPA is a private-owned company and due to the immense importance of the procurement (both for PPA and the Hellenic Republic and consequently for the public interest) no objections in relation to the content of this bid invitation (if submitted) will be examined by PPA.

PPA, at its absolute discretion, has the right to cancel or repeat the procedure at any stage.

PPA may also cancel the outcome of the process and to resort to the procedure of competitive negotiations, when there is an emergency cause.

In case less than three Candidates' offers fulfil tender criteria in order for their financial proposals to be unsealed, then PPA reserves the right to cancel the procedure by declaring it as non-successful, unless otherwise stated in the tender documents and/or the Regulation.

The Offers shall be submitted by the Candidate itself or by the Candidate's Authorized Representative or by post no later than ~~20.08.2020~~ to:

20 August 2020

Piraeus Port Authority S.A.
Procurement and Insurance Department
10, Akti Miaouli
185 38, Piraeus, Greece
Office number 212, first floor,

The Candidates are responsible for dispatching the sealed folder of offer hereof 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.

4.4 Folder Participation Content

The tenderers' offer must include inside, three (3) sealed folders as follows:

- i. Participation documentation folder which will include the participation letter of guarantee of Article 6, all participation documents referred to in Article 7 of this Call and also an electronic copy of the entire participation documents (in pdf format). Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.
- ii. Technical offer folder which will include all documents referred to in Article 8 of this Call including a completed "Technical Specification Table" and also an electronic copy (in pdf or excel format). Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.
- iii. Financial offer folder (by filling in the financial offer template) and also an electronic copy (in pdf format). Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.

Important Notes:

1. All pages of the original dossier to be clearly and consecutively numbered (i.e 1 - xxx) and the electronic version to be scanned with the same numbering.
2. Each sealed folder of offer (Original and Copy of original) should contain three (3) sealed sub folders:
 - 1st sub-folder named: "Participation Supporting Documents",
 - 2nd sub-folder named: "Technical Offer" and
 - 3rd sub-folder named: "Financial Offer".
3. On all sub-folders of offer the following titles must be clearly written: (i) the name

“OFFER” or the name of each sub-folder as mentioned above, (ii) the title of the Call, (iii) the date of conducting the procedure, (iv) the detailed data of the Candidate.

4. The Committee reserves the right to request clarifications about information submitted and to supplement it and Candidates are obliged to respond to that request within the deadline specified by the Committee.
5. The Committee and PPA reserves the right to carry out checks, if they so wish, to verify the correctness and truth of the information which is submitted and to request the assistance of all competent in that regard authorities.
6. If the procedure is postponed, repeated or cancelled, tender offer documentation which have already been submitted will be returned to the Candidates upon request. If Candidates do not come forward within the deadline specified by the Committee, the tenders will be destroyed.
7. Comments, conditions, terms or reservations which are entered shall be treated as reservations to the terms of this tender procedure and shall result in the tenderer who entered them being disqualified.

4.5 Validity of offers

- i. 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 for further two (2) months.

- ii. 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.

- iii. **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.

- iv. **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 the 'ON / OFF' criteria requirements are not met.
 - If adherence to the Tender terms is not followed.
 - If the same participant submits more than one (1) offer.
- v. Due to the exceptionally tight time frames for implementing the mandatory PPA investment program, specified in the Concession Agreement, decisions of PPA SA are final and no protests or objections submitted in relation to them will be taken into account.

4.6 Language of the procedure

The official languages of the procedure are Greek or English and all information and all documents from the Candidate or the Contractor to PPA and its Technical Advisors shall be drawn up either in Greek or in English, or accompanied by a lawful Greek or English translation, if in any other language..

Moreover, all written and oral arrangements between the Candidates, Tender Evaluation Team and PPA, shall also be either in Greek or in English.

4.7 Suspension – Cancellation of Tender Procedure

- i. PPA is not obliged to finally award the contract and is entitled to assign it or not, to postpone, repeat or cancel the procedure for choosing a Contractor in whole or in part at any stage, without any obligation to pay a fee or remuneration to Candidates.
- ii. Candidates participate in the tender procedure at their own responsibility and are not entitled to any compensation for expenditure relating to participation in the tender procedure, and for preparing and submitting the tender.

4.8 Presumption resulting from the participation in the procedure

- Submission of an offer in the tender procedure will constitute a presumption that each Candidate accepts the terms of this Call for Tender, has been apprised of the tender documents and information and is fully aware of the project implementation conditions. In particular, the Candidates are obliged to fully apprise themselves of all project implementation conditions including all those specified in this Call and consequently submission of an offer in the tender procedure shall be a presumption that the Candidate/s: Have checked, are aware of and accept all technical conditions for the offered cranes.
- Will be fully responsible for the design, manufacturing and supply of the crane according to the provisions and terms of the Standards as described herein.

- Will fully comply with all written remarks and suggestions from PPA.
 - In case any assembly is carried out at PPA premises, the full responsibility of the proper assembly preconditions and requirements are at the Contractor's sole responsibility, liability and cost.
- i. Any failure by the Candidate to take into consideration all the above issues and requirements using all information possible, is at its own exclusive responsibility and shall not release the Candidate from liability neither from its obligation to comply in full with its contractual obligations if selected for the Award of Tender.
 - ii. In light of the above, the Candidates must fully and unreservedly guarantee the accuracy of the procurement and, if chosen, they will unreservedly undertake to carry out all work and in general to perform the project in full compliance with all terms, specs, etc. and the project implementation schedule specified herein.
 - iii. Candidates are not entitled to any remuneration for expenses incurred relating to the compilation/submission of information mentioned herein, such as tender dossiers, etc.

5. PREQUALIFICATION CRITERIA

Each Candidate is obliged, upon penalty of disqualification, to fulfil the following prequalification criteria.

5.1 Professional Prequalification Criteria (ON/ OFF criteria)

Each Candidate that participates in the tender procedure on its own or as a member of a Joint Venture or a Group of companies/entities is obliged, upon penalty of disqualification, to have the following professional qualifications:

1. The Candidate is not bankrupt, in liquidation, is not in compulsory receivership, or bankruptcy compromise, the Contractor's operations have not been suspended or it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)
2. The managing partners in the case of a limited or general partnership or limited liability Company, and the Chairman and Managing Director in the case of a Société Anonyme or the natural persons exercising management functions in all other cases must not have been convicted on the basis of a final judgement for:
 - a. participation in criminal organizations within the meaning of Article 2(1) of Council Framework Decision 2008/841/JHA
 - b. bribery within the meaning of Article 3 of Council Act of 26 May 1997 and Council Framework Decision 2003/568/JHA.
 - c. fraud within the meaning of the Directive (EU) 2017/1371
 - d. money laundering within the meaning of repealed by the Directive (EU) 2015/849
 - e. Embezzlement, Fraud, Extortion, Forgery, Perjury, Bribery

according to the Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

3. They must have fulfilled obligations relating to the payment of social security contributions in accordance with applicable Greek law (in the case of a Greek or foreigner Candidate engaged in activity in Greece) or in accordance with the law of the country of establishment.

4. They must have fulfilled tax obligations in accordance with applicable Greek law (in the case of a Greek or foreigner Candidate engaged in activity in Greece) or in accordance with the law of the country of establishment.
5. They must not have committed a disciplinary offence the penalty for which was deprivation of the right to participate in tender procedures (tender procedures for public works).
6. The company (or any other legal person or natural person associated directly or indirectly with it in a manner which, at PPA's unfettered discretion, reveals a real connection to it which could negatively affect implementation of the project) must not have been expelled in any manner, or no such similar penalty must have been imposed on it (such as seizure of a bond, declaration of the party as in forfeit of the contract, termination of the contract) from a construction or other type of project, and in particular (but not limited to) a PPA project or one belonging to another company in the same group to which PPA belongs.

5.2. Financial and Economic Standing Criteria (ON/OFF)

Upon penalty of disqualification, each Candidate must have a minimum total turnover of 15.000,000 €, over the past three (3) years in crane sales i.e. from 2017 – 2019.

5.3. Quality Related Criteria (ON/OFF)

Upon penalty of disqualification, each Candidate must hold a valid ISO 9001:2015 certificate. The scope of the certificate must be relevant to the subject of the tender call.

5.4 Technical Capacity Criteria (ON/ OFF)

Upon penalty of disqualification, each Candidate must meet the following technical criteria

- 1) It has manufactured within the past three (3) years, at least three (3) cranes of similar type.
- 2) It has a legally operating sales representative within the European Union, a _____
- 3) The legally operating sales representative also has the technical ability to support PPA with any future technical issues and especially within the warranty period of the cranes.

6. GUARANTEES

Guarantees shall be required for either participation to the tender procedure and or to the winning bidder / Supplier of the procurement. In case of Joint Venture or of Group of companies/entities, the letters of guarantee are common to all members.

6.1 Participation Bank Guarantee

The Tender Participation Bank Guarantee Letter must be issued by an Eligible Bank, in accordance with the template of Annex A of this Call for Tender and shall be valid for one (1) month longer than the validity of the offer and its possible extension in accordance with article 4.5 of the present Call for Tender, at the amount of fifty thousand euro (50.000,00 €).

The Participation Bank Guarantee Letter shall be addressed to the Piraeus Port Authority S.A., and, in the event of a Joint Venture or Group of companies/entities, it must be common to all members hereof.

The above Guarantee (irrespectively of its type) will be forfeited 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.

6.2 Advance Payment Guarantee

An Advance Payment Guarantee upon signing of the contract is required.

The Advance Payment Guarantee Letter must be issued in accordance with Annex F of this Call for Tender by an Eligible Bank in favour of PPA for an amount equal to 20% of the total amount of the contract VAT excluded.

6.3 Good Performance Guarantee

A Good Performance Guarantee upon signing the Contract is required.

The Good Performance Guarantee Letter must be issued in accordance with the template of Annex E of this Call for Tender by an Eligible Bank in favour of PPA for an amount equal to

10% of the total amount of the contract VAT excluded. The good performance guarantee will be valid until the end of the 'guaranteed good operation' period of the cranes.

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

6.4 Deposit of the amount of guarantees in the bank

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 ΠΑΡΕΥΣΗ	GR1501101900000019050500651
 ALPHA BANK	GR7101401250125002320006462
 Eurobank	GR4902600250000440201113841
ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ 	GR8501721140005114032172486

6.5 Return of the guarantee amounts

- i) The participation bond will be returned:
 - (a) to the Contractor upon submission of the performance bond and signature of the contract.
 - (b) to unsuccessful candidates within two (2) months of the tender procedure being completed or after contract signature.
- ii) The Good Performance Guarantee Letter or the good performance guarantee amount will be returned after the end of the warranty period of the cranes and settlement of the claims of PPA, if any.
- iii) The Advance Payment Guarantee Letter or amount will be returned after the final payment.

7. SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTS

7.1 Participation Guarantee according to the requirements of article 6.

7.2 Documents proving Prequalification Criteria (ON/OFF criteria) according to the requirements of article 5.1.

Each Candidate so as to participate in this tender procedure, on its own or as a member of a Joint Venture or Consortium in order to prove the fulfilment of the above mentioned prequalification criteria should submit, on pain of rejection of the Offer, the following participation supporting documents as originals, legally certified copies or valid, simple, clear and easy-to-read information where applicable:

- 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 it 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. full contact details for the Candidate/s' authorized representative (including full name, address, phone and fax numbers and email address);
- vi. A social security clearance certificate from the competent authority showing that on the date of offer submission the Candidate was fully aware of its main and supplementary social security contribution debts.
- vii. A tax clearance from the competent authority showing that on the date of offer submission the Candidate was fully aware of its tax obligations.
- viii. A binding declaration according to the law of the country of establishment of the

Candidate/s, confirming that the Candidate/s fulfil/s the criteria of Article 5.1.

ix. A binding declaration, affirming:

- a. That, in case of award of contract to the specific Candidate/s, 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 that possesses the know-how of the design studies/ manufacturing method/ assembly method / testing method and commissioning method of the crane until certified according to EU and Greek legislation.
- c. The country and location of manufacture, construction and assembly of the Crane.
- 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 the supplier will propose a relevant replacement part and or equipment which will be directly interchangeable.
- e. That the Candidate commits to be providing technical support to PPA for the next five (5) years if the Candidate is selected with the award of the Call.
- f. That all submitted documents are originals or legally certified copies or valid, simple, clear and easy-to-read true copies from the originals.
- g. Evidence confirming that the Candidate's legal representative has not been convicted for an offence related to his professional activity and conduct, based on a decision applicable *res judicata* (a certified copy of an extract from the criminal record or other equivalent document shall be sufficient).

In the case of a Joint Venture of contracting enterprises or Group of companies/entities, the abovementioned documents must be submitted by all members.

In the case of a Group of companies/entities or a 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 Group of companies/entities, which must declare the following as a minimum:

- i) The contracting enterprises' agreement to jointly submit the offer.
- ii) The participation percentage 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 the 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 Candidate's legal representative has not been convicted for an offence related to his professional activity and conduct, based on a decision applicable *res judicata* (a certified copy of an extract from the criminal record or other equivalent document shall be sufficient).

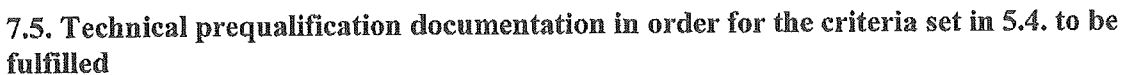
Note that the corresponding certificates (that the Candidate/s is/are not bankrupt, not in liquidation, etc.), issued by the competent authorities of the country in which the company is established must be submitted, along with other supporting documents requested to the Candidate/s and must be in effect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

7.3 Financial and economic prequalification documentation in order for the criteria set in 5.2. to be fulfilled

Copies of the financial statements of the Candidate of the last three (3) audited years, proving compliance with the economic and financial standing criterion of article 5.2 hereof.

7.4 Quality prequalification documentation in order for the criteria set in 5.3. to be fulfilled

A valid ISO 9001:2015 certificate whose scope is relevant to the subject of the tender call.



1. Has manufactured within the past three (3) years, at least three (3) cranes of similar type.
2. Has a legally operating sales representative within the European Union;

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

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

The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and process) and (b) will immediately proceed with the review and evaluation of the fulfilment of the ON/OFF criteria set above in Article 5 (Prequalification Criteria). The Offers that were duly submitted and satisfy the ON/OFF criteria, will be defined by the Committee as Offers that are acceptable and will proceed to the next stage of evaluation of the Sub-Folder of Technical Offer

8. SUB-FOLDER OF TECHNICAL PROPOSAL

The structure of the technical Proposal should follow the requirements as mentioned within this article and the analytical technical description and requirements as attached in Annex B and C of where the Candidates' proposed equipment shall be fully described.

- The supply, installation, commissioning and testing of the minimum requirements for the Jib Cranes requested within this Tender Call as described within ANNEX B "Technical Specification " and ANNEX C "Technical Requirement Data". From the Technical offer the following requirements should derive.
- An analytical technical description of the proposed Jib Cranes according to the technical requirements of PPA SA,
- To provide the relevant certification for the cranes 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 where required and proceeding with any necessary act for this purpose,
- The proposal of three (3) internationally recognised Third Party Inspection companies in order for PPA S.A. to choose one for reasons of supervision, inspection and certification for this project (The cost involved shall be fully borne by the candidate).
- On-site preventative and corrective maintenance training plus operator training (at least 20 hours training) at PPA premises for the provided equipment. Technicians will be given the knowledge needed to keep the cranes in top condition and the training course will be a mix of theory and hands-on experience. Operators will be shown how to optimise their day-to-day operational performance and what needs to be checked daily before operations begin. The supplier will submit training agenda and at the end of each training session a respective training form will be signed both by the trainer and the trainees for the actual evidence of the training performed.
- On-site technical support in Greece for the first three (3) months of operation of the cranes including the maintenance task required within the first three (3) month period (Consumables required for the maintenance will be provided by PPA S.A.)
- The supply of spare parts, special tools and documentation requested within this Call,
- The terms of delivery and warranty of the offered equipment.
- The offer of six (6) round trip flights including accommodation, transportation and meals throughout all phases of construction for PPA S.A. supervision personnel.
- Any other documentation requested in this Call.

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 and will be subject to technical scoring criteria according to Article 9 of the Call unless of obligatory requirement.

8.1 Tools accompanied with the crane

The candidate shall propose any relevant tools and equipment required of which will allow the maintenance team to fully implement maintenance and repair tasks on the aforementioned cranes.

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

8.2 Spare parts accompanied with the crane

The candidate shall propose and offer the following spare parts within his/her offer:

- 1) One spare (1) gearbox reducer of each of the main functions
- 2) One spare (1) motor of each of the main functions
- 3) One spare (1) driving gantry wheel and one (1) driving gantry wheel gantry shaft
- 4) One spare (1) driven gantry wheel and one (1) driven wheel gantry shaft
- 5) One spare (1) inverter for each of the main functions
- 6) One spare (1) set of wire ropes
- 7) One spare (1) set of brake pad linings for each of the main functions
- 8) One spare (1) joystick for each main function

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

8.3 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 Crane):

- 1) Operators' manual (in English & Greek).
- 2) Maintenance manuals of entire crane (in English).
- 3) Maintenance manuals of other OEM branded parts if not included in the maintenance manual (in English) if not included in entire cranes manuals.
- 4) Structural inspection manual (in English).
- 5) Quality assurance data (raw material certificates, CE of other OEM branded, inspections

reports: NDT, dimensional inspection).

- 6) Mechanical Construction drawings in hardcopy and electronic format.
- 7) Electrical wiring and schematic drawings in hardcopy and electronic format.
- 8) Spare parts books including relevant part numbers.
- 9) PLC software back-up program.
- 10) Certification in accordance with EU DIRECTIVE 2006/42/EC.

9. SUB-FOLDER OF FINANCIAL PROPOSAL

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

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 including the cost of the Third Party Company.
- c) All documentation and manuals as stated in the Tender Call.
- d) All training costs at PPA S.A. premises.
- e) Costs of transportation and insurance of machinery.
- f) Visa application, travelling and lodging cost in Greece for all Supplier's personnel.
- g) The cost for travel, accommodation, meals etc. for up to two (2) employees of PPA S.A. throughout the duration of construction of the crane. (Six round trip tickets to be provided from the Suppliers location to and from Greece).

The details of the cost of PPA S.A. personnel and the mechanism of charging will be specified in the contract.

- h) In general, any other cost that may occur for the delivery, assembly and commissioning of the Equipment in fully functional and in tested operation mode.

Terms and conditions

- All prices should be stated in Euro, CIF at Ship Repair Area located in Perama, excluding VAT.
- No invoices should be issued without prior written consent from PPA SA.
- All costs regarding supply of equipment, delivery, shipping, insurance, erection in their final positions, inspections, certifications, training and any others mentioned in the Call for Tender should be fully borne by the Candidate.

10. EVALUATION PROCESS – AWARD CRITERION

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 70 points
- (ii) Delivery time of machinery: up to 15 points
- (iii) Warranty period of machinery: up to 15 points

Technical Score (St) = 100 Total Maximum Points

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

$Sf = 100 \times FM/F$

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

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

$S = St \times T \% + Sf \times P \%$

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.

11. WARRANTY

The candidate shall clearly identify within the offer, the proposed terms of warranty for the cranes. The warranty period of the cranes shall be of at least ten (10) years for the metallic structure and at least one (1) year for the effective working condition of the crane without failure.

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 crane. (Damages and wear and tear parts shall not be subject to the stated warranty period).

The warranty period for the Equipment Spare Parts should be at least two (2) years after hand-over and final acceptance from PPA.

In respect of spare parts, the Candidates must provide a list with all authorised representatives within Greece or the EU.

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 year.

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.

12. ACCEPTANCE

After arrival and assembly 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 inspections (ex- works and site acceptance) shall be conducted within thirty (30) days upon completion of each phase. 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 Tests according to the requirements of article 13, 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 crane is required.

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 and the third party company.

- The complete Inspection Report folder containing the entire Inspection process signed by the candidate and the third party company.
- The successful testing and commissioning reports of the equipment signed by the candidate and the third party company.
- 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 Jib cranes 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).

13. TESTING, COMMISSIONING AND ACCEPTANCE

Various tests (specifically including the insulation test for each electric motor and transformer, appearance inspection, high-tension insulation tests and crane performance Tests) of the cranes specified in the tender documents will be conducted under the supervision of PPA's representatives and the Third Party Company upon the final assembly.

Within three (3) months before shipment, the Supplier will:

- 1) Notify predicted ship schedule and relevant matters;
- 2) Provide shipment and erection procedure of the crane;
- 3) Provide test program and detailed field test and test record forms.

The following data will be submitted before field testing and commissioning:

- 1) Test reports and qualification certificates of various materials used for the crane;
- 2) Test reports and qualification certificates of purchased mechanical and electrical equipment;
- 3) Test reports and qualification certificates of main load bearing elements such as twistlocks, high-strength bolts, wire rope fittings etc.;
- 4) Qualification certificates of welds;
- 5) Qualification reports of assembly quality;
- 6) Painting qualification certificates.

Appearance inspection

Visual inspection includes conformity of the following items with the technical specifications and provisions. These items are: every main crane movement mechanism electrical equipment safety devices, brakes, control valves, lighting and inter-communication system;

Structural members and connections, stairs and ladders, walkways, operator's cab and platforms;

All the protection devices;

Wire rope and its fittings for secure;

Sheave block shafts and fasteners, connection plate system;

Visual inspection also includes if all necessary certificates have been submitted and reviewed;

Crane visual inspection may be accepted if the following are achieved:

- 1) Correct installation position and complete with all necessary parts;
- 2) Structure without any deflection and/or damage;

- 3) Painting meets specifications requirement with uniform colour and acceptable durability;
- 4) Secure installation of all devices and standardization;
- 5) Piping arranged neatly;
- 6) Without any external oil leakage;
- 7) All identification marks are clearly visible.

Tension insulation test

PPA's technical electrical sector will perform tension insulation tests. This should be arranged by PPA before the cranes arrive at PPA's site and shall be executed by PPA immediately after the cranes final assembly.

Crane performance Tests

Static load test and dynamic load test (In accordance with FEM 1.001 standard)

The purpose of static load test is to examine the load bearing capability of the crane and its structural members and components.

The test is considered successful if the test result shows that there is not any crack, permanent deformation, painting peeling off and/or any damage that affect the crane performance and safety, not any loosening or damage at joints and connection is found after test.

- a. Static load Test: The trolley is positioned in the middle of the trolley girder and the crane is tested with 140% static load. Firstly, 120% load is dynamically lifted and, then, the load is gradually added up to 140% without any shock. During testing, observe deflection of the girder. There should not be residual deformation. Before static load test, deflection of the girder is verified to be within manufacturer specifications.
- b. Dynamic load test: The crane is tested with 120% dynamic load (the overload limit switch is by-passed). The hoisting and trolley motions should be normal under this test. With the overload limit switch connected, the crane is to be tested with dynamic load of 100%, 105% and greater than 110% rated load to verify the activation, reliability and effectiveness of the overload limit switch.

Crane durable operation test (acceptance test)

Eight (8) hour durable test

The endurance test shall consist of full duty cycles with rated load. The duration of these test cycles

is eight (8) hours, the last eight (8) of which are to be trouble-free. During the 24^h hours a maximum of one (1) hour down-time shall not be exceeded.

The breakdown time must not exceed 30 minutes during 8 hours.

Acceptance report

After the above stated tests have all been successfully completed an acceptance report will be prepared and the tests results and conclusion will be listed.

The report will show the tested crane performance, test date, test place and the witnesses' name.

The report will be prepared by the Supplier and provided to PPA's representatives and the Third Party Company.

Before the acceptance reports are prepared, it is the Supplier's responsibility for safe-keeping the cranes.

Any defect, which occurs during the testing at PPA's site, should be repaired by the Supplier at its own cost, unless it is found to be the fault of PPA.

Acceptance

The acceptance is divided into two stages: Ex-works Acceptance (carried out in Supplier's facilities before loading the cranes onto the ship), and Site Acceptance (carried out at the PPA's terminal).

1. The acceptance of the cranes is performed per the quality standards and technical specifications stipulated in this document. Site acceptance will be agreed by all parties and as stipulated in this document.
2. The entire process of acceptance shall be closely related to the contract signing, and design reviewing, etc. PPA shall send up to two (2) representatives to participate in the entire process, especially the Ex-works Acceptance carried out on Supplier's factory before loading the cranes onto the ship. All costs related to PPA's representatives' travel, accommodation and meals shall be at the cost of the Supplier.

Test Program for Acceptance

The Supplier will create the Program for Acceptance to PPA eight weeks prior to Site Acceptance.

The first draft of program will be the documents used in former similar projects, which are proven

to be practical, scientific and feasible. PPA can raise comments for amending, and after negotiation between both parties, the final Procedure for Acceptance will be formed.

The following points are agreed by both parties:

- 1) Time spent on continuous operation on crane without failures will be eight (8) hours.
- 2) In regard to any kind of reliability test, failures which can be resolved within five minutes should not be added into break down time.
- 3) In regard to over load test, static load should be 140% of rated load, and dynamic load should be 120% of rated load.

In regard to new requirements exceeding above basic principle, PPA should discuss with the Supplier to resolve the problem. Otherwise it is regarded as accepted by PPA.

a. Ex works Acceptance

The Ex-works Acceptance will be carried out on Supplier's factory. Supplier will give notice eight weeks in advance for such acceptance. PPA's representatives and (Third Party Company) will be invited to participate in the Ex-works Acceptance.

PPA shall send his representative(s) and the Third Party Company to participate in the Ex-works Acceptance according to the agreed schedule.

Supplier will provide the acceptance program and all facilities (including the supervision tools, etc.) required by the Ex-works Acceptance and the Site Acceptance.

PPA and or the Third Party Company shall present a Punch-List according to the specifications stipulated in this document at the time of Ex-works Acceptance to allow the Supplier to solve the Punch-List items until the site acceptance date.

b. Site Acceptance

The Supplier shall be responsible for the erection and or commissioning and test runs carried out on the equipment. The official test consists of function test, durability test and load test. The test runs program shall be in accordance with the Acceptance Test program. The Supplier shall be responsible to provide all testing and make the arrangements for carrying out the test runs.

Upon arrival of the cranes or their components at PPA's terminal, Supplier will restore the areas affected by sea transportation. Site acceptance will be done per the acceptance program mentioned in this document after the cranes are powered.

Site Acceptance should be carried out per the Test Program as agreed by all parties (defined in this document). The site acceptance will focus on the conformity of the cranes in technical performance parameters to the specifications.

During the acceptance, minor Punch-List items which will not influence the operation of the cranes are allowed. Supplier is responsible to solve the remaining items within the guarantee period (further details may be arranged and agreed by the two parties).

When the equipment has met all the requirements stipulated in this specification and is fit for operation, the Supplier shall issue a Certificate of Fitness to PPA. Upon receipt of the Certificate of Fitness, PPA shall appoint its representative(s), and the representative(s) shall join the acceptance tests, for which the Supplier shall be further responsible to carry out. The acceptance test shall be carried out not later than seven (7) days after the date the Certificate of Fitness is received by PPA. The Acceptance report has to be signed by PPA, the Supplier and the Third Party Company. PPA reserves the right to reject the Acceptance if the test result is not up to the agreed standard and standard requirement as stated in this document. Once the Acceptance report is accepted and signed by all parties, the Equipment is deemed to be accepted ("Acceptance").

The Supplier shall provide all necessary instruments, which should be mutually agreed upon by all parties, and all supplies like lubricants oils, etc. for tests.

During the test, should one or several items fail in meeting the stipulated requirements, the Supplier shall take necessary measures for the second time tests and bear the costs incurred thereafter.

The Supplier shall submit to PPA three (3) copies of all testing reports, technical documents together with complete sets of testing items, results and condition of the equipment in line with the requirements stipulated in the Technical Specification.

If a sudden unfavourable change in the weather should occur during the Acceptance Test, the Acceptance Test shall be discontinued and the date shall be postponed until the first favourable day next following. Any delay in the Acceptance Test caused by unfavourable weather conditions shall be understood to be a permissible delay.



The Supplier is obliged within its offer to provide three (3) internationally recognised certified Third Party Companies of which PPA will choose one (1) of these companies for the above mentioned tasks. All costs related to the Third Party Company shall be fully incurred by the Supplier.

It is further clarified that the Third Party Company shall supervise and report to PPA on a weekly basis regarding the items and tasks that have been checked and supervised from the initial phases of construction and until the final acceptance of the equipment.

14. AFTER SALES SERVICES

Candidates must have authorized a representative within the European Union.

The following after sale services will be provided to PPA by the Supplier:

1) Technical training

Technical training will be performed at PPA's premises. Supplier will at its own cost send an experienced electrical engineer, an experienced mechanical engineer as the trainers. The Supplier is required to teach the maintenance team from PPA for the repairing and maintenance procedure.

The trainees will be PPA's operation and maintenance employees.

The Supplier shall furnish 2 copies of comprehensive teaching material for each crane one month prior to training.

The technical training will be performed after delivery.

- 2) During the first three (3) months of operation, the Supplier will send at least two relevant technicians or engineers to PPA's site for 24 hour service and to provide assistance to PPA in crane operation and trouble-shooting.
- 3) Provide any additional drawings and relevant information for maintenance.
- 4) Spares parts required for changing and repairing will be provided to PPA's site within ten (10) days (Unless otherwise suitably agreed in writing).
- 5) During crane operation Supplier will frequently send representatives to visit PPA for comments to improve continuously the products.

The Supplier is required to perform (free of charge for all equipment and services) the first three (3) months of periodic maintenance that the official maintenance plan indicates. The lubricants will be provided by PPA.

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 ten (10) 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 twenty (20) working days from the written request from PPA unless otherwise reasonably agreed by both parties in writing.

15. PAYMENT TERMS

The proposed payment terms are the following:

- 30% of the contract amount as advanced payment payable within 15 days after signing of the contract and after receiving;
 - 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.
 - An advanced payment guarantee of 20% of the amount of the contract upon signing of the agreement, valid until final payment.
- 20% upon initial acceptance of cranes at the supplier's premises.
- 40% 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 13 and after completion of on-site training.

16. GENERAL TERMS

16.1 Penalties imposed upon delay of the Supplier in completing the project.

- i. For a delay of up to 30 days from the end of the contractual deadline for completing the project, PPA reserves the right to impose a penalty of the sum of one thousand euro (€ 1.000,00) which shall be seized per calendar day as a penalty to the Supplier.
- ii. For each day of delay after the period of the previous subparagraph, the penalty shall rise to two thousand euro (€ 2.000,00) per calendar day to the Supplier.
- iii. Where the penalties amount to the performance guarantee figure stated in Article 6.3 , provided that there continue to be grounds for imposing a penalty, PPA S.A. shall be entitled to terminate this Contract due to the Supplier's fault, in which case, the said good performance guarantee shall be seized.
- iv. PPA S.A. reserves the right to demand that the Supplier pays any other penalty imposed on it by the Hellenic Republic in accordance with the provisions of the Concession Agreement, which is associated directly or indirectly with failure to meet the deadlines in the contract schedule or with any other related event due to the Contractor's fault.



ANNEX A: FORM OF TENDER BANK GUARANTEE

(TENDER BANK GUARANTEE)

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

10, Akti Miaouli

185 38, Piraeus Greece

Date:

Dear Sirs,

1. We have been advised that:

a)[Full Name], a [Type of Entity], lawfully established under the laws of [jurisdiction], with registered offices at [Full Address of Registered Office], registration number [number of corporations' or similar register], as lawfully represented (the "Candidate") intends to submit a binding offer (the "Offer"), in response to a document entitled "CALL OF TENDER FOR THE AWARD OF PROCUREMENT OF THE SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF TWO (2) DOUBLE LEVEL LUFFING JIB CRANES FOR SHIP REPAIR 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 honour this letter of guarantee whether or not a call on this instrument results from the act or omission of any of the persons named at the beginning of paragraph 3 below.

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

4. We shall commit the above amount and shall pay same to you in whole or in such part as you may specify in writing, without any objection or pretext, within two (2) Athens business days following receipt of your first and simple demand in writing or by authenticated SWIFT making reference to this letter of guarantee and stating that the 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 SPECIFICATION

The crane described in this Call is a rail mounted, outdoor electric, double boom, level luffing and slewing travelling portal type crane designated for Ship Repair use.

The crane shall be equipped with electric motors, motor controls, hoisting, luffing, slewing and travelling machinery, lower sheave block assembly, hoisting ropes and hooks, electrical protective devices, operating brakes, operator's cab, machinery and electrical enclosures, and all relevant items required for a complete operating installation.

The entire crane construction shall be manufactured in such way to prevent any ingress of water to the internal parts of its frame or its working areas in order to fully protect the internal members of the crane from rust corrosion.

Performance (Obligatory Requirement)

The crane shall be capable of carrying the rated loads while travelling and the jib at the appropriate corresponding outreach. The crane shall be stable under maximum operating conditions, with the permissible loads at the corresponding maximum and minimum outreaches. All of main drives or inverters shall work independently.

The crane shall be capable, under maximum operating conditions, of simultaneous operation of hoisting, level luffing, slewing and travelling motions.

When not in operation, the crane shall be stowed with the jib in a locked position, the slewing structure locked (secured) to the portal, and the crane secured to the crane track by means of rail clamps & stowage pins.

Steel Construction (scoring criteria: 0 – 10 points)

Portal

The portal shall be a rigid fabricated steel structure of all welded box sections, and shall consist of two legs and a horizontal structural member with a vertical flanged tube collar.

The portal and the slewing structure shall be connected with each other by means of a large diameter anti-friction slewing bearing. The slewing bearing shall be fastened to the portal tube collar flange by means of high strength bolts. The slewing bearing shall transmit all vertical,

horizontal and bending forces from the slewing structure to the portal. The slewing bearing shall allow safe access to the slewing structure from the centre of the bearing.

Slewing Structure

The slewing structure shall be of fabricated welded construction (steel plates and rolled profiles) and consists of a machinery house platform with an A-frame.

Jib System

The crane shall be offered with a double boom jib with a horizontal load path during level luffing. The jib shall be of a rigid fabricated construction. The double boom articulation points shall be provided with convenient access for lubrication and maintenance and auto lubricators where access is not possible without means of extra machinery.

Machinery House

The machinery house shall be located on the slewing structure. It shall be of fabricated steel construction, with a frame of rolled or hollow sections with siding and roofing of corrugated steel sheets. The roof shall also be provided with handrails along its perimeter.

The machinery house should be dust-free environment, free from rain and with proper ventilation under all weather conditions.

The hoisting machinery, the luffing machinery and the electrical cubicles are to be located in the machinery house. The rope openings in the machinery house roof are to be provided with protective plastic covers to prevent penetration of water.

One section of the machinery house roof shall be detachable to permit removal of large equipment. The floor will have a hatch opening to lower service crane hook to rail level.

The machinery house shall be provided with a manual operated service crane able to remove the heaviest part within the house and lower to the ground and a work bench with drawers and a jaw vice.

Electrical Room

The electrical room should meet the following requirements (not limited to):

- Walls and ceiling made with sound and heat insulation and fire-resistant material.
- A ventilation system to keep out dust.
- A flame-retardant floor with a walkway surface covered with non-skid insulating rubber mats.
- An air conditioner(s) capable of dissipating the heat generated by the electrical components.

Miscellaneous other mechanical equipment (scoring criteria: 0 – 10 points)

Stairs and Ladders

The crane shall be provided with stairs and ladder in accordance with the applicable international standards and regulations. They will be provided to give proper and secure access to all machineries, rope sheaves and other equipment requiring maintenance and lubrication. Stairs will be used at locations where frequent travel is required. Hand rails and safety cages will also be provided where required. The width of stairs and ladders shall correspond to the applicable international standards and regulations. Stair treads, platforms and walkways located outside shall be of galvanized open grating or punched steel plate. The maximum length of any single ladder will be no longer than four (4) meters in length with intermediate platforms installed at lengths over four (4) meters.

Fasteners

Fasteners should be complied with the proposed relevant standards and threads will be metric size.

Where rotation speed is high, steel wires passing through nuts and washers specially made for high strength nuts and pre-tensioning torque should be adopted.

Nylon self-locking nuts should be used where there are no special requirements.

Screws and bolts 12 mm diameter and below shall be of stainless steel grade A4 (316).

Screws and bolts above 12 mm diameter shall be with adequate surface treatment for maritime environment.

Raw Materials and Equipment

All materials and equipment shall be new, of the highest grade, free from defects and shall conform to the applicable standards and specifications proposed.

To ensure material used for fabrication fully meets the design requirements, the candidate must submit a steel quality report, chemical analysis and mechanical properties test reports with respect to furnace batch number within the quality documentation.

Material must be tracked through the complete production process to ensure the right material is used. The process includes storage inspection, material requisition, and surface preparation, cutting, fitting and forming. If any original markings are removed by blasting, and rust removal process, the product must be re-marked after that process.

Air Compressor

An air compressor should be installed in the machinery house. The air compressor should be equipped with a receiver and an automatic pressure switch, pressure switch, pressure gauges, relief valve and a discharge valve, and also with filters, an oil water separator, a hose of sufficient length and should have a minimum working pressure of 6 bar.

Sheaves and Pulleys

All sheaves shall be of metallic type, suitable for use with the proposed wire ropes. The sheaves shall specifically be of forged steel type and shall be constructed in such way to minimize wear of sheaves and also wire ropes.

Drums

All wire rope drums shall be of metallic type, suitable for use with the proposed wire ropes and with rope grooves and shall be constructed in such way to minimize wear of drums and also wire ropes.

Buffers

All gantry bogies on the four corners of the crane should be installed with buffers. The buffers should be able to absorb the kinetic energy developed when the Jib Crane impacts at full speed. Relevant buffers should also be installed at any other required locations.

Fire Extinguishers

Fire extinguishers according to Greek and European legislation should be installed in the Machinery room, Electrical room, Operator cabin and at the gantry level.

Operators Cabin (scoring criteria: 0 – 5 points)

The operator's cabin shall be designed for environmentally safe working conditions. The operator's cabin shall be located on the slewing structure with the operator facing forward.

The cabin should be waterproof, insulated, and of steel construction with galvanized steel sheets or of equivalent quality, with all windows framed in rubber gaskets. Access to the operator's cab shall be through a full-sized door in the rear or side of the cabin.

The cabin design shall provide the operators' full visibility of all crane operations with adequate window area being provided. Window glass shall be of laminated safety type.

Opening windows shall be provided with swing outward or slide. Provision shall be made so that the outside of all windows may be cleaned. Electrically operated windshield wipers or equivalent systems shall be installed on the window in front of the crane operator. The floor window should be provided with a protective metallic grating.

Controls must be arranged to achieve a convenient and logical location for each device with the operator seated in the operator's chair. A fully adjustable seat shall be provided for the crane operator, located such that all crane controls may be conveniently reached with maximum comfort.

The seat shall be fastened securely to the floor by means of a pedestal and channel track. The seat and pedestal shall have the ability to be locked into different positions and shall be adjustable in height. The operator's access to the seat shall not be impeded.

Automatic and thermostatically controlled air conditioner shall be installed that will provide comfort (approx. 18 – 26 °C inside the cabin). This unit shall be manufactured and mounted to minimize vibration and noise.

The cabin shall have an adequate heating system, capable of operating in temperatures of sub-zero degrees centigrade conditions.

Admissible noise level shall be according to European legislation and provided in decibels (dB).

Sub-Assemblies of Crane (scoring criteria: 0 – 10 points)

Main Hoist

The hoisting and lowering machinery and equipment shall be designed in such way to allow full access of maintenance engineers to each and every part of the construction.

The hoisting and lowering machinery shall consist of AC motor(s), protection \geq IP22, spring operated disc brakes with electro-hydraulic thrusters, gear reducer assemblies, rope drums with grooves including a limit switch system to stop the machinery in the event that the ropes spring out from the drum grooves, limit switches for upper and lower hoisting limits, centrifugal limit switches for over speed protection, an incremental encoder for hoisting and lowering monitoring and safety interlock, a load cell system with load indication and maximum load limit cut off and a hook block with rotating hook mechanism provided with safety latches.

Slewing Device

The portal and slewing structure shall be connected to each other by means of large antifriction slewing bearing with an internal spur ring in mesh with the slewing machinery driving shaft pinions. The slewing structure shall be designed in such way to allow full access of maintenance engineers to each and every part of the construction. The device shall consist of AC motor(s) of protection class \geq IP 22, gear reducer(s) and electronic devices for the position monitoring of the device.

Level Luffing Device

The level luffing machinery shall be designed in such way to allow full and smooth level luffing while the crane is in operation. The mechanical equipment of the device shall all be installed in the machine house of the crane, designed in such way to allow full access of maintenance engineers to each and every part of the construction. The level luffing device shall consist of AC motor(s) of protection class \geq IP 22, gear reducer(s), spring operated disc brakes with electro-hydraulic thrusters, rope drum with grooves for wire ropes including a limit switch system to stop the machinery in the event that the ropes spring out from the drum grooves, wire ropes, bumpers, anti-vibration mounts at the inner boom position and limit switches for maximum and minimum outreach and any other electronic protection required for the safe operation of the crane.

Gantry Travelling Device

The gantry travel device shall be supported by four main equalizer assemblies located under each portal corner. The numbers of wheels shall be determined after determination of the

maximum allowable wheel load. The gantry wheels shall be of double flange type. The system shall consist of AC motors of protection class \geq IP 52, gear reducers, spring operated disc brakes with electro-hydraulic thrusters and protective covers for all rotating equipment.

Rail clamps shall be installed at each side of the gantry system. The rail clamps shall be lifted by hydraulic cylinders and lowered by means of spring force. The rail clamps shall be lowered, either automatically when the main contactor is opened or by the crane operator by means of a push button in the operator's cab

The gantry system shall also contain locking pins in event of earthquake, hurricane or heavy winds that will be anchored into openings on the pier. One locking pin shall be situated on each side of the gantry system that may be hoisted and lowered into position by means of a hand lever. The locking pins shall also have limit switches to identify open and closed positions.

An enclosed local control device for the gantry travel function shall also be installed on the inside of the landside gantry frame construction allowing local gantry travel at reduced speed and certain other applicable motions e.g. rail clamps lifting or lowering, lighting control etc.

The gantry system shall also be provided with adequate jack up points on the landside and seaside parts of the cranes frame for maintenance and repair works.

The gantry system shall also consist of both a mechanical type with limit switches and laser type anti-collision system installed at each corner of the gantry system. The system will cut the motion of the crane when engaged and resume once the disengaged.

The gantry system shall also have combined warning signal flashing lighting with alarm bells/sirens situated at each corner of the gantry frame activating when the operator selects gantry travel function. The alarms and sirens should be visible and be heard from a distance of at least 30 meters of the crane in any working condition.

Electrical System (scoring criteria: 0 – 5 points)

The motors of hoisting and optional aux. hoisting machinery, level luffing machinery, slewing machinery and the gantry travelling machinery shall be equipped with thermistors mounted in the stator coils and directly sensing the stator coil temperature for overheating protection and anti-condensation heaters to avoid ingress of water.

The electrical equipment (converters, motors, inverters, drives, contactors, relays, switches, safety devices etc.) shall be designed for satisfactory operations under conditions of high temperature and moisture. All electrical equipment shall be adequately located for ready

accessibility for maintenance, repair and removal. All electrical equipment shall be protected in way of closed casings. All main machinery drives shall have control circuits and contactors. All fixed wiring and cables shall be of stranded copper with (PVC) insulation and outer sheet type. Flexible cables and wiring shall be rubber jacked, oil and atmosphere resistant. All cables and wires shall run in suitable tubes, external and internal cable trays or on cable ladders. At least 5% of spare conductors shall be provided in cables between enclosures and junction boxes.

Minimum conductor cross section shall be 2.5 mm^2 for lighting and heating circuits, 1.5 mm^2 for control circuits and $\geq 0.5 \text{ mm}^2$ for sensors and data cables.

All electrical equipment, cables and conductors shall be marked in a durable manner in accordance with the electrical schematic drawings. Terminal lugs shall be solderless clamp or compression type. Smaller wiring may be fitted with crimp type terminals.

Panel board cubicles shall also be equipped with heaters containing thermostat control to avoid moisture and condensation.

Crane motions will be controlled by Programmable Logic Controller (PLC). The system should be of latest technology, reliable with a strong anti-interference capability, suitable for use in harsh industrial environments. The system will consist of I/O modules of which and should have relevant CPU, EPROM and RAM memory for its application.

The PLC should have an independent power supply supported by a backup battery pack (UPS) system and will ensure its full operation for minimum thirty (30) minutes in order to be safely deactivated.

The power supply of the PLC unit and system shall be 220V AC and shall be supplied with a backup program and relevant PC connection cables and licenses if required.

The PLC will link to a PC screen situated in the electrical room of the crane which will allow the maintenance engineer to monitor all functions through the PLC and a CMS program of which will also be installed.

Upon completion of the commissioning of the cranes the Contractor will give to PPA username & password for the PLC programm to enter as Administrator.

A colour monitoring screen shall also be installed in the driver's cabin, allowing the operator to view the faults listed in the CMS program and the actual position of the crane.

The CMS program will also have the ability to identify the actual fault and fault history, record maintenance programs, schedules, the running hours/times of the main functions and any other feature useful for the maintenance and fault monitoring of the crane.

The inverters/drives of the functions of the cranes shall also have a digital display situated on the front of their panel in order for the technician or engineer to view the fault history but also to manually control its operation if and when required.

The crane will also consist of a spare or otherwise known 'emergency drive' inverter system for the gantry function for cases where the original gantry drive is damaged so to be able to safely gantry the crane out of harm's way at a reduced speed. The emergency drive shall be activated by a switch in the electrical room of the crane when required.

Power Distribution (scoring criteria: 0 – 5 points)

The crane shall be provided with a manually operated disconnect switch installed in the electrical room for complete disconnecting of the crane from the power supply. Lighting and auxiliary services shall be on the primary side of main circuit switch to allow operation under all conditions. A separate switch shall be provided for this circuit, so that it can be shut off for repairs, emergencies, etc.

The main transformer shall be located in a ventilated room on the portal of the crane. The transformer shall be of cast resin type, enclosed, self-ventilated and provided with temperature sensing switch.

The incoming LV switch gear shall consist of a fused load switch, manual operation, tripping with spring and coil functions. Tripping is through push buttons on the front of the cabinet and through temperature switch in the main transformer.

The LV circuits shall include the power distribution supply to the crane, drive control units, protection circuits for auxiliary appliances and lighting, etc. Electrical panels shall be adequately ventilated through filters and the electric room air-conditioned. The air conditioning units chosen for the electric room shall derive from a thermal study created proving that the units are suitable for the rooms taking into account the heat dissipation of the electrical system and heat loss of the metallic frame of the room. The enclosures shall also be provided with space heaters and lighting.

The crane power supply shall be by means of a flexible cable and a constant torque cable reel drum connected to a magnetic coupling device, AC motor and gearbox which will be installed on the inner leg of the seaside gantry frame. The cable reel device shall also have an enclosed local control function allowing independent manual hoist and lower of the cable. The system shall also have a cam switch installed for 'Empty' and 'Full' reel of when activated will cut the control power of the cable reel.

There will also be cam switches installed for the 'Change Over Connection Point' of the supply cable, allowing the crane system to identify the changeover point from hoisting of the cable to lowering of the cable whilst gantry travelling.

Over-tension and slack limit switches shall also be installed to the diverter of the cable reel device of which will stop the travel function of the crane when activated.

The power supply from the portal to slewing structure as well as the control circuit connection shall be by means of slip rings, enabling an unlimited slewing range.

Miscellaneous Electrical Equipment (scoring criteria: 0 – 5 points)

The crane shall also be equipped with an anemometer, mounted at the highest possible access point of the crane. The device shall be set to stop the operation of the crane at wind velocities in excess of the permissible design criteria. The wind speed meter will have two levels: 'Alarm level' and 'Stop level' with bypass possibility to allow the operator to drive the crane to parking/locking position.

The internal lighting units shall be of \geq IP22 rating and the external units shall be of \geq IP54 rating and LED technology (All lighting units shall be of 220V AC power supply rating).

A lighting study must be created for the illumination of the operational lights of the crane at ground level during hours of darkness. The minimum requirements shall be of those stated according to European and Greek Legislation.

The cabin, walkways, machine room, electrical rooms and working areas shall all have adequate lighting levels for safe access and working during the night.

The crane shall also be equipped with an intercom and loud speaker system. The intercom system shall be installed at four (4) different locations of the crane: Ground level, Electrical room, Mechanical room and operator's cabin. The loud speaker system shall be situated in the operator's cabin and shall have the capability to be heard at ground level in normal working conditions.

Aircraft warning lights shall also be installed at the highest accessible points of the crane of which shall be clearly visible to low flying aircrafts during the hours of the night.

Emergency stop push switches/buttons shall be installed on the following positions: One in operator's cabin, one at each side of legs, one in machinery room and one in electrical room.

Socket outlets of 400V and 220V AC shall be installed at any relevant working areas where technical works, maintenance and or repairs may take place.

Outlets of 24V and 12V DC shall be installed in the operator's cabin.

The crane shall also be equipped with a load indication and an overload and anti-snag protection devices that limit the loads to the SWL of the crane (+/- the acceptable tolerance of the design study) of the nominal load. The load indication system shall have a display installed in the operators' cabin.

The crane shall also consist of a short circuit protection device by means of fuses and instantaneous overload/overcurrent switches and under voltage protection, acting on the crane main contactor. A lightning protection system and rod shall also be installed to the crane.

The crane shall also consist of two (2) grounding pads of which will be situated at each side of the gantry structure, contacting at all times with the piers gantry rails by a relevant spring force. The crane shall also have a suitable earth loss protection system, as to protect workers and employees on the cranes at all times.

Hour counters shall be installed in the electrical room for all movable components such as and not limited to: main hoist, gantry travel, luffing, skewing, boom hoist and overall system operating hours.

Third Party Inspection Company (Obligatory Requirement)

The purpose of surveillance under the responsibility of the Third Party Inspection Company is to make sure that the manufacturer/candidate duly fulfils all the obligations arising from the technical requirements in accordance with the Tender Call, Offer and Contract that will be signed with PPA S.A.

The candidate shall propose three (3) internationally recognised Third Party Inspection Companies of which PPA S.A. will choose one (1) company for the specific task of which the relevant cost will be incurred by the candidate.

The manufacturer/candidate shall, for inspection purposes, allow the Third Party Inspection Company access to the places of design, manufacture, inspection, testing and storage, and shall provide it with all necessary information, such as:

- the documentation concerning the quality system,

- the quality records provided for in that part of the quality system concerned with design, such as the results of analyses, calculations, tests, etc.,
- the quality records provided for in that part of the quality system concerned with manufacture, such as inspection reports and test data, calibration data, reports on the qualifications of the personnel concerned, etc.
- Any other requested information by the Third Party Inspection Company.

Moreover, the Third Party Inspection Company may pay the manufacturer/candidate unannounced visits. The need for these additional visits and their frequency will be determined on the basis of a visit monitoring system managed by the Third Party Certification Company.

The Third Party Inspection Company will also supervise the entire project of which shall entail the following according to the technical and quality plan of the candidate:

- 1) The designing phase,
- 2) The manufacturing phase I,
- 3) The assembly phase II,
- 4) The erection phase III,
- 5) The load tests as described in the latest FEM 1.001 3rd edition standards,
- 6) Compliance of the crane manufacture to the applicable standards.

The Third Party Inspection Company shall have the right to halt or stop any works if it deems that the works are not performed in a way stated in the candidate's specification or quality plan and reserves the right to request revision and correctional works until they are deemed satisfactory.

The Third Party Inspection Company shall also report to PPA S.A. on a weekly basis informing the current progress of works, inspections made, problems or issues and any other identified applicable comments or remarks.

IMPORTANT NOTE:

In cases and the event of multiple non-conformities by the manufacturer/candidate of which require re-evaluation, inspection and study by the Third Party Inspection Company then the supplier will be liable for these extra costs.

Approval Procedure (Obligatory Requirement)

The candidate of whom the Tender Call shall be awarded to will be obliged to create the initial mechanical, electrical design drawings, studies and quality plan of which shall be then sent to PPA S.A. for pre-inspection and evaluation. During the pre-inspection and evaluation phase, PPA S.A. shall reserve the right to propose minor changes or additions to the initial design drawings, where deemed appropriate by PPA S.A.

The candidate shall not have the right to directly cancel or dismiss any proposals or changes unless they are not feasibly possible according to the proposed design standards. For avoidance of conflict, any proposals or changes requested by PPA that cannot be implemented must be adequately proven by means of mechanical study or proof according to the design standards by the candidate. The initial design drawings shall include the entire metallic frame structure and electrical system in detailed separate drawings of which shall contain all the sections and areas of the proposed crane.

When the final details of initial design are agreed between PPA and the candidate, only then the candidate will send the final studies, drawings and quality assurance and quality control plans of which will be pre-approved by the designer to the Third Party Inspection Company for final approval.

Studies, designs and drawings will be such as but not limited to: static, dynamic, fatigue studies, electromechanical studies (main motors calculation, main brakes and couplings calculation, wire rope calculation, bumper calculation, storm brake calculation, wheel load and stability calculation) cooling, heating, lighting, etc. as well as mechanical construction and electrical layout and schematic drawings, etc.

Only once the final approval is provided by the Third Party Inspection Company and the candidate notified in writing by PPA, can the candidate commence construction works of the cranes. In the case the Third Party Inspection Company provides remarks or non-conformities, PPA S.A. will inform the candidate in writing, who will be obliged to revise their studies, drawings and plans at no extra cost and to thereafter re-submit to PPA S.A. for re-approval by the Third Party Inspection Company.

ANNEX C: TECHNICAL REQUIREMENT DATA

GENERAL DIMENSIONS

Technical Description	Obligatory Requirement
Gantry Gauge from centre of each parallel rail	10,50 metres (+/-10mm)
Gantry rail type	A100
Vertical clearance under horizontal beam of gantry frame	≥ 9 metres
Distance between buffers of gantry frame (Horizontal length of gantry system)	≤ 35 metres
Maximum wheel force during operation	≤ 280 kN
Maximum wheel force during non-operation	≤ 350 kN

OPERATIONAL DATA

Technical Description	Obligatory Requirement
<u>Main and Auxiliary Hoisting Lifting Capacities</u>	
Maximum Lifting Capacity (Main Hoist)	40 tons at minimum radius outreach
Minimum Lifting Capacity (Main Hoist)	15 tons at maximum radius outreach
Minimum Lifting Capacity (Auxiliary Hoist)	10 tons at maximum radius outreach

<u>Maximum working radius from centre of slewing axis</u>	
Main hoist	≥ 65 metres
Auxiliary Hoist	70 metres

<u>Minimum working radius from centre of slewing axis</u>	
Main hoist	≤ 25 metres
Auxiliary Hoist	≤ 25 metres

<u>Lifting height</u>	
Hoisting (Main Hoist)	≥ 55 metres above crane gantry rails
Lowering (Main Hoist)	≥ 10 metres under crane gantry rails
Hoisting (Auxiliary Hoist)	≥ 55 metres above crane gantry rails
Lowering (Auxiliary Hoist)	≥ 10 metres under crane gantry rails

<u>Performing speeds</u>	
With Maximum Load (Main Hoist)	≥ 10 metres/minute

With Minimum Load (Main Hoist)	≥ 20 metres/minute
With Maximum Load (Auxiliary Hoist)	≥ 50 metres/minute
With Minimum Load (Auxiliary Hoist)	≥ 80 metres/minute
Maximum gantry travelling speed	≥ 25 metres/minute
Maximum level luffing speed	≥ 20 metres/minute
Maximum slewing speed	≥ 0.25 RPM

<u>Climate conditions</u>	
Minimum temperature	$\leq -5^{\circ} \text{C}$
Maximum temperature	$\geq +45^{\circ} \text{C}$
Maximum wind speed (crane in service)	≥ 20 m/sec
Maximum wind speed (crane out of service)	≥ 33 m/sec
Maximum relative humidity	$\geq 95\%$

CALCULATION CRITERIA AND CLASSIFICATION GROUPS

Technical Description

Obligatory Requirement

<u>Group classification of the structure in accordance with latest FEM 1.001 and or EN14985</u>	
Class of use	U5
Spectrum class	Q2
Machine group	A5

<u>Group classification of Hoist mechanism in accordance with latest FEM 1.001 and or EN14985</u>	
Class of use	T6
Spectrum class	L2
Machine group	M6

<u>Group classification of Slewing mechanism in accordance with latest FEM 1.001 and or EN14985</u>	
Class of use	T6
Spectrum class	L2
Machine group	M6

<u>Group classification of Luffing mechanism in accordance with latest FEM 1.001 and or EN14985</u>	
Class of use	T5
Spectrum class	L2
Machine group	M5

<u>Group classification of Gantry Travel mechanism in accordance with latest FEM 1.001 and or EN14985</u>	
Class of use	T5
Spectrum class	L2
Machine group	M5

<u>Calculations and design criteria</u>	
Mechanical calculation	According to FEM 1.001 3rd edition (1998) / 13001 and or EN14985
Electrical design	According to latest DIN, IEC and VDE rules and regulations
Wire ropes	According to ISO 4308 and or CEN/TS 13001-3-2

ELECTRICAL DATA

Technical Description	Obligatory Requirement
Main input power supply	3 phase (1000V) AC
Converters	3 phase (500V) AC
Inverters (Low harmonic)	3 phase (400V) AC
Motors	3 phase (400V) AC
Auxiliary supply	3 phase (400V) AC
Control supply	220V AC
Lighting (LED should be \geq IP 54 rating)	220V AC
Electrical system frequency	50 Hertz (Hz)
Auxiliary voltage shore supply plug	3 phase, 4 wire, 60 A
Cable reel and flexible cable for a travelling length of:	200 metres

STEEL SURFACE TREATMENT AND PAINTING

Technical Description	Obligatory Requirement
The surfaces are prepared to very thorough blast cleaning grade Sa 2.5 according to ISO standard ISO8501-1:2007 and certified according to EN ISO 12944-2 C5-M	
<u>Painting of exterior steel construction surfaces:</u>	
Primer coat, zinc epoxy primer	$\geq 1 \times 40\mu\text{m}$
Intermediate coat, epoxy primer	$\geq 2 \times 75\mu\text{m}$
Finish coat, polyurethane finish	$\geq 1 \times 60\mu\text{m}$
Total dry film, DFT	$\geq 250\mu\text{m}$ (nominal)
<u>Painting of interior steel construction surfaces (Machinery room, electrical room and aux. rooms):</u>	
Primer coat, epoxy primer	$\geq 1 \times 60\mu\text{m}$
Finish coat, epoxy finish paint	$\geq 1 \times 60\mu\text{m}$
Total dry film, DFT	$\geq 120\mu\text{m}$ (nominal)
External walkways, stairways, platforms and ladders	Galvanizing thickness $\geq 80\mu\text{m}$ (+/- 10%)

PROPOSED VENDORS LIST (Scoring criteria: 0 – 20 points)

Equipment	Brands
Gearbox reducers (Hoist, luffing, skew and Gantry Travel)	SEW or FLENDER
Brakes and clamping devices	BUBENZER, SIBRE or ROMER
Bearings (Not including slew bearing)	SKF, FAG/INA or NSK

Slew bearing	ROTHE ERDE or ROTTEK
Wire ropes	CASAR, BRIDON, DIEPA or VORNBAUMEN
Lubricating system	Of candidates proposal
Sheave assembly	Of candidates proposal
Hydraulics	Vickers or Bosch Rexroth
PLC and electrical system (Contactors, fuses, relays, circuit breakers etc.)	ABB, SIEMENS, OMRON or YASKAWA
Main transformer and switchgear	ABB or SIEMENS
Converter and Inverter	ABB, SIEMENS, OMRON or YASKAWA
Motors	ABB, SIEMENS or YASKAWA
Cables and wiring (Marine type)	Of candidates proposal
Low voltage cable reeling system (Drum, diverter and slip rings)	WAMPFLER, CAVOTEC or AUXEMA
Limit switches	ABB, SIEMENS, SCHNEIDER, SCHMERSAL or IFM
Pulse encoder and over speed switches	Of candidates proposal
LED lighting (Working, access and warning)	Of candidates proposal
Air conditioning units	GREE, DAIKIN or MITSUBISHI
Other electrical apparatus (Load cells, overload device, Anemometer, braking resistors, indicators and detectors, etc.)	Of candidates proposal
Paint (Primer, intermediate and top coat)	PPG, COSCO, HEMPEL or JOTUN
Operators cabin	Of candidates proposal
CMS and touch panels	Of candidates proposal

Delivery Time (Stated in months)	5 points for 60 weeks, 10 points for 56 weeks and 15 points for 52 weeks.
Warranty Time (Stated in years for the metallic structure)	5 points for 10 years, 10 points for 15 years and 15 points for 20 years.

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 "CALL OF TENDER FOR THE AWARD OF PROCUREMENT OF THE SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF TWO (2) DOUBLE LEVEL LUFFING JIB CRANES FOR SHIP REPAIR 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 offer that does not include VAT.

EQUIPMENT – JIB CRANE					
Item #	Description / Category	A1: Unit Equipment Price (€) (without VAT)	Quantity	A2: Total Equipment Price (€) (without VAT)	Warranty Provided (in years)
Cost of Jib Cranes					
Cost of Spare Parts					
Cost of Special Tools/Other equipment					
Cost of certification, training, insurance, custom duties and transportation					
Any other relevant costs					
TOTAL EQUIPMENT PRICE:					

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 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

(TENDER BANK GUARANTEE)

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

Dear Sirs,

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

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

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

4. This guarantee is valid until [...] at the latest and will automatically become null and void, if your claim in the above form has not been received by us on or before the above mentioned expiry date regardless of such date being a banking day or not. Upon expiry, we shall be automatically released and discharged from all our liabilities under this guarantee, whether this guarantee is returned to us from cancellation or not.

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

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

7. This guarantee is governed by Greek law and it is subject to the exclusive jurisdiction of the courts of Piraeus, Greece.



Respectfully,

For [Eligible Bank]

[Authorized Signatures]



ANNEX F: FORM OF ADVANCE PAYMENT BANK GUARANTEE

(TENDER BANK GUARANTEE)

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

Dear Sirs,

1. We have been informed that:

You have concluded a sale and purchase agreement (hereinafter referred to as the 'contract') with the company under the name [...] (hereinafter the 'seller') 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 seller 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 seller 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. This bond shall be governed and construed in accordance with the laws of Greece.
All claims and disputes arising in relation to this bond shall be resolved before the courts of Greece and we submit to the jurisdiction of such courts.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]