

**CALL OFTENDER FOR
THE AWARD OF PROCUREMENT OF
ONE (1) ENGINE-POWERED33TONFORKLIFT TRUCK
FOR CONTAINER TERMINAL USE**

Piraeus, Greece

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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) **“Contracting Authority”** means the Société 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) **“Tender”** or **“Call”** means the present document.
- d) **“Tender procedure”** means the present tender procedure.
- e) **“Decision-maker”** means the competent Body of PPA.
- f) **“Acceptable Institutions”** 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.
- g) **“Authorized Representative”** means 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.
- h) **“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.
- i) **“Candidate”** or **“Tenderer”** or **“Participant”** means the Enterprise, Body, Firm or Joint Venture or Group of Enterprises or Entities which submits a binding offer in the tender procedure.
- j) **“Interested party”** means any legal entity/company which intends to take part in the tender procedure by submitting an expression of interest.

- k) **“Procurement Department Secretariat Office”** means the PPA Procurement Department's Secretariat Office no 212, located at PPA's premises at 10, Akti Miaouli, Piraeus, Greece.
- l) **“Contract”** means the Agreement entered into with the Contractor.
- m) **“Contractor”** or **“Supplier”** means an enterprise or joint venture or group of enterprises selected by PPA to carry out the procurement & services provided, which enters into a contract on the matter with PPA.
- n) **“Eligible Bank”** means a bank or credit institution that is lawfully established and operating: (i) in a jurisdiction that is an EU, EEA, OECD or FATF member state or member country; or (ii) in another jurisdiction that has a long-term debt rating of A- (or equivalent) or superior by at least two of Standard & Poor's, Fitch or Moody's
- o) **“Tender Management Team”** means the Committee of PPA established according to decision of its CEO.
- p) **“Tender Evaluation Team”** or **“Tender Committee”** means the PPA Tender Evaluation Team established by PPA decision.
- q) **“Offer”**: The offer to be submitted by the Candidates in the frame of this Tender and/or the main folder of the offer which includes three (3) sub-folders:
 - (i) 1st sub-folder named: ***“Participation Supporting Documents”***
 - (ii) 2nd sub-folder named: ***“Technical Offer”*** and
 - (iii) 3rd sub-folder named: ***“Financial Offer”***
- r) **“Participation Bond”** has the meaning attributed to it in Article 5 and Annex A hereof.
- s) **“Good Performance Guarantee”** has the meaning attributed to it in Article 5 and Annex E hereof.
- t) **“Advance Payment Guarantee”** has the meaning attributed to it in Article 5 and Annex F hereof.

2. IN GENERAL

Preamble

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

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

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

The Piraeus Port Authority S.A. (PPA)

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

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

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

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

3. CONTRACTING AUTHORITY – 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 the ‘Award of Procurement of one (1) engine-powered 33tons forklift truck for container terminal use’ with a maximum delivery time of: nine (9) **months** from contract date, **in terms of Delivery Duty Paid (DDP)**, ready to operate at PPA Container Terminal.

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

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

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) ratifying the Concession Agreement entered into between the Hellenic Republic and PPA, regarding the use and exploitation of certain areas and assets within the Port of Piraeus of 24 June 2016 (Art. 1), together with its annexes. In accordance with the terms and provisions of the above agreement, the Hellenic Republic grants PPA the exclusive right to possess, use, manage, maintain, improve and exploit the assets conceded therein.
- 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 Call with its attachements and other information on the basis of which the tender procedure is conducted for the selection of the Contractor for the forklift provided, consist of the documents cited below. In case of a doubt or discrepancy among the content of their terms, the rank of validity of those documents is as stated below:
 - i. The Contract
 - ii. The offer
 - iii. The present Call

4.2 Provisions of clarifications

Interested parties should submit any questions/clarifications concerning the Call to both of the following email addresses: 33tonesforklift@olp.gr and 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 expressions of interest, 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.

If it is not possible to provide the said clarifications in time, PPA is obliged to extend the deadline for submitting expressions of interest 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
- it is 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

Offers can be submitted via email at: procurement@olp.gr as follows:

Each offer (entire folder) should consist of three (3) individual electronic sub-folders:

- a. the Participation Supporting Documents;
- b. the Technical Offer;
- c. the Financial offer;

Each individual sub-folder will be (upon rejection) protected with separate/different passwords which will be sent to PPA separately at each tender evaluation stage upon relevant request of PPA to a specific e-mail which will be notified by the PPA to all participants.

The offers' files only (not the passwords) should be sent directly to Procurement Department by the candidates at the following e-mail: procurement@olp.gr before the tender's expiry deadline with the indication: "Offer for the 'Award of Procurement of one (1) engine-powered 33tons forklift truck for container terminal use'".

On the date & time of each evaluation stage (i.e. participating documentation, technical evaluation, financial evaluation), the requested passwords only (different password for each stage) should be sent to a specific e-mail upon relevant request of PPA with the indication: "Award of Procurement of one (1) engine-powered 33tons forklift truck for container terminal use' – Password".

The last date for Interested Parties submitting their offers in accordance with the terms hereof is until ~~11~~ **January 2024** at 16:00 hours, and the relevant dossiers must be submitted by Interested Parties to the PPA Procurement Dep Secretariat Office (10 Akti Miaouli Str., Piraeus, Office 212). After that deadline elapses, no dossier will be accepted by PPA.

The Offers shall be submitted, in person by the Candidate himself or the Candidate's Authorized Representative. Alternatively, the offers may also be sent to PPA Procurement Dep Secretariat Office by registered post upon proof of receipt (from PPA) within the abovementioned deadline.

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

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

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

4.4 Folder Participation Content

The tenderers' offer must contain three (3) sealed sub-folders as follows:

- i. 1st sealed subfolder - Participation documentation folder which will include the participation letter of guarantee of Article 5, all participation documents referred to in Article 6 of this Call and also a copy of the entire participation documents (in pdf format in a CD within the subfolder of participation supporting documents. Where discrepancies between the hard copy and the CD version are identified, the documents in hard copy will have precedence.
- ii. 2nd sealed subfolder - Technical offer folder which will include all documents referred to in Article 7 of this Call including a completed "Technical Requirements Clarification Table"

and also acopy (in pdf format in a CD within the subfolder of technical offer). Where discrepancies between the hard copy and the cd version are identified, the documents in hard copy will have precedence.

- iii. 3rd sealed subfolder - Financial offer folder (by filling in the financial offer sample) and also acopy (in pdf format in a CD within the subfolder of financial offer). Where discrepancies between the hard copy and the cd version are identified, the documents in hard copy will have precedence.

Important Notes:

1. All pages of the original documentation that will be submitted must be clearly and consecutively numbered (i.e 1, 2, 3, ... - xxx) and the cd version to be scanned with the same numbering.
2. The folder of offer must be sealed and 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 of each sub-folder as mentioned above, (ii) the title of the Call, (iv) the data of the Candidate.
4. The Committee reserves the right to request clarifications during evaluation procedure about information submitted and to supplement it and Candidates are obliged to respond to that request.
5. The Committee and PPA reserve 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 departments/bodies in that regard.
6. Where the procedure is repeated or cancelled, offers 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 offers will be destroyed.
7. Comments, conditions, terms or reservations which are stated shall be treated as reservations to the terms of this tender procedure and may result in the tenderer who submitted 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 by a further two (2) months where in that case they are obliged to do so.

- 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 minimum technical requirements are not met.
- If the same participant submits more than one (1) offer.

4.6 Language of the procedure

- i. The official languages of the Tender procedure will be either in English or in English and Greek.
- ii. Moreover, all written and verbal communication between the Candidates, Tender Evaluation Team and PPA will be either in English or in English and Greek.

4.7 Payment terms

- i. 30% of the contract amount excluding VAT as advanced payment payable within fifteen (15) days from signing of the relevant contract. The advance payment will be carried out after the Contractor submits to PPA an advance payment letter of guarantee of equal

amount and of twelve (12) months duration according to Annex F.

- ii. 60% of the contract amount excluding VAT after delivery of the forklift 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.
- iii. 10% of the contract amount excluding VAT after final acceptance from PPA and after completion of on-site training.

4.8 Suspension – Cancellation of Tender Procedure

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.

After the tender's cancellation, negotiation procedure can take place without having unsealed the initial submitted financial offers. In that case, the Company retains the right to negotiate with the participants who fulfil the requirements of article 6 and the minimum technical requirements of article 7, provided that they have submitted a valid Participation Letter of Guarantee.

During negotiation procedure PPA will request from the above-mentioned candidates to submit in a sealed improved offer (within envelope or password protected file) within three days without altering any of the technical/ quality/ specifications of the already submitted offers. In the case that the above mentioned "improved" financial offer is higher than the initial it will be rejected.

PPA is not obliged to finally award the contract and is entitled to assign it or not, to postpone, repeat or cancel the procedure for choosing a Contractor in whole or in part at any stage, without any obligation to pay a fee or remuneration to Candidates.

Where the procedure is postponed, repeated or cancelled, financial tenders which have already been submitted will be returned sealed to the Candidates upon written request. If candidates do not come forward within the deadline specified by the Committee, the tenders will be destroyed.

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.

4.9 Presumption resulting from the participation in the procedure

- i. Submission of an offer in the tender procedure will constitute a presumption that each Candidate accepts the terms of this Call for Tender, has been apprised of the tender documents and information and is fully aware of the project implementation conditions. In particular, candidates are obliged to fully apprise themselves of all project implementation conditions including all those specified in this Call 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 forklift in PPA SA Container Terminal facilities.
 - Will be fully responsible for the design, manufacturing, assembly and supply of the forklift that to be handed to PPA, according to the provisions and terms of the Standards as described herein.
- ii. 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.
- iii. Candidates are not entitled to any remuneration for expenses incurred relating to the compilation and submission of information mentioned herein, such as tender dossiers, etc.

- iv. PPA SA implements an Integrated Quality, Environmental & Energy Management System as per the ISO 9001:2015 for Quality Management, ISO 14001:2015 for Environmental Management and ISO 50001:2018 for Energy Management standards' requirements. Within the framework of implementing this Integrated System, PPA SA has adopted an Integrated Quality, Environmental & Energy Policy, whilst in parallel it sets Quality, Environmental and Energy Objectives. The contractor, throughout the collaboration period with PPA SA, must be aware of the Integrated Quality, Environmental & Energy Policy, which is available on PPA SA official website (<http://www.olp.gr/en/quality-control>). He must comply with PPA SA guidelines and instructions and ensure that his actions do not have any negative impact on the continual improvement of the Integrated Quality, Environmental & Energy Management System, the improvement of the quality of services provided by PPA SA, the environmental and energy performance of PPA SA. The contractor must join PPA SA efforts for improving the quality of services provided, the environmental and energy performance. For this reason, where necessary, the Contractor must participate to relevant actions and initiatives that PPA SA undertakes, whilst in parallel he may submit comments and suggestions for improvement a) to Quality Control & Inspection Department (quality@olp.gr) with regards to the Quality & Environmental Management System and the quality and environmental performance and b) PPA SA Energy Management Team (energymanagementteam@olp.gr) with regards to the Energy Management System and the energy performance.

5. BONDS / GUARANTEES

- i. The guarantees required (participation, in advance and performance) for this tender procedure may be in one of the following forms:
- Letters of Guarantee in accordance to Annexes A, &E&F
 - Deposit to PPA (one of the following PPA bank accounts) as a guarantee of the respective amount of money.

 ΤΡΑΠΕΖΑ ΠΑΡΕΑΣ	GR1501101900000019050500651
 ALPHA BANK	GR7101401250125002320006462
 Eurobank	GR4902600250000440201113841
ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ 	GR8501721140005114032172486

- A counter balance letter of guarantee with the participation of a second bank in the basic tripartite relationship of the letter of guarantee between the issuing bank and the recipient of the guarantee.
- ii. The bonds shall be addressed to PPA, and in the event of a Joint Venture or Grouping must be common to all members hereof.
- iii. Errors or omissions in the title of the procurement or the person in whose favour the bond is provided will not lead to disqualification provided no confusion is caused.
- iv. The tender participation bond will amount twenty five thousand euros (25.000.00 €) with duration two (2) months longer than the validity of the offer including the possible two (2) months extensions of the offers' validity period.
- v. The tender participation bond shall be seized by PPA if, while it is in effect, (a) the tenderer withdraws its tender or (b) the interim Contractor does not submit the award documentation in good time or does not come forward in good time to sign the contract or (c) the above persons provide false evidence or information relating to the grounds of

disqualification.

- vi. The participation bond will be returned:
 - a. to the Contractor when a performance bond of amount of 10% of the contract (excluding) is submitted and
 - b. to the unsuccessful Candidates parties within fifteen (15) working days from the completion of the Tender and to the successful Candidate upon signature of the agreement.
- v. Regarding the 30% advance payment on the total contractual value, the Contractor will submit to PPA an advance payment letter of guarantee of equal amount according to Annex F.
- vi. For the contract signing the submission of a good performance guarantee (which will be valid until the end of the warranty period) amounting to 10% of the contractual value, not including VAT. This performance guarantee will ensure the proper, flawless and timely implementation of the procurement and timely and proper performance of its obligations to the PPA.

6. SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTS

Prequalification Criteria (ON/OFF criteria)

The Candidates must submit upon penalty of disqualification the following participation documents:

1. The Participation Letter of guarantee in accordance with Article 5 of this Call.
2. Signed statements from previous customers, proving that they have satisfactorily purchased at least three (3) similar type forklifts in the past three (3) years.

Each Candidate who participates in the tender procedure, must provide the following documents in originals or copies:

Certificates of the country of establishment which show that the Contractor is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership, or bankruptcy compromise, that the Contractor's operations have not been suspended or that 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.).

A solemn declaration stating that 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 Societe Anonyme or the natural persons exercising management functions in all other cases has not have been convicted on the basis of a judgement for:

- a) participation in criminal organizations within the meaning of Article 2 of Council Framework Decision 2008/841/JHA;
- b) bribery within the meaning of Article 2(1) of Council Framework Decision 2003/568/JHA;
- c) fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities;
- d) terrorism or terrorism – related crimes as defined in Articles 1 & 3 of of Council Framework Decision 2002/475/JHA;
- e) money laundering within the meaning of Article 1 of the Directive 2005/60/EC;

f) child labour and other offences concerning trafficking in human beings, as defined in Article 2 of the Directive 2011/36/EC;

g) embezzlement, fraud, extortion, forgery, perjury, bribery, fraudulent deliberate bankruptcy, according to the Greek Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

A solemn declaration provided by the Candidate stating that, if selected for the contract, they will undertake the procedures for issuing:

- a. type-approvals
- b. registration plates (if needed)
- c. any relevant third-party certification
- d. license registries 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.

Certificates at the time of delivery:

The above-mentioned participating documents (3 - 5) must be valid at the time of contract signing and will be re submitted by the Candidate upon PPA's request.

7.SUB-FOLDER OF TECHNICAL PROPOSAL

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

Candidate must provide documented evidence for the delivery of the following:

- One (1) engine – powered forklift truck of 33 ton rated loading capacity, of duplex free lift mast type according to the technical requirements and specifications.
- One (1) spare front wheel and tyre and one (1) spare rear wheel and tyre.
- All special tools concerning the regular repair of engines, transmissions and axles (If required).
- On-site preventative and corrective maintenance training plus operator training (at least 20 hours training) at PPA premises for the provided equipment.
- The terms of delivery and warranty of the offered equipment.

IMPORTANT NOTES:

1. *The Technical Proposal must not include any financial information. Any financial information in the Technical Proposal will invalidate the proposal.*
2. *Copy and paste of the minimum requirements of the technical specifications of Annex B shall not be considered as sufficient proof of the Candidates understanding of PPA's specific technical requirements for the equipment.*
3. *Any disclosure of financial details within the technical offer will result to the disqualification of the candidate's offer from the procedure.*

7.1 Documentation & Manuals

The awarded Supplier will submit the below documentation to PPA (in three (3) CD's and three (3) hardcopy for the delivered equipment/machinery):

- a) Detailed drawings of the frame construction;
- b) Operator manual (in Greek and English);
- c) Maintenance and workshop manual (in English);
- d) Spare parts books;

- e) A detailed spare parts list containing prices, quantities and manufactory details of the equipment. Any change in the pricelist will be notified promptly to PPA together with a new price list;
- f) A Binding Declaration that the spare parts shall be available for at least ten (10) years;
- g) The Machine card
- h) Any another document, at PPA's reasonable request.

8.SUB-FOLDER OF FINANCIAL PROPOSAL

- i. Participants are requested to submit a financial proposal as shown in Annex D.
- ii. All prices should be stated in Euro, DDP at Container Terminal facilities located in PIRAEUS, GREECE, excluding VAT.
- iii. No invoices should be issued without prior written acceptance from PPA.
- iv. All costs regarding supply of equipment, delivery, shipping, customs clearance, insurance, inspections, certifications, homologation procedures, type approval and license plates issuance, training or anything else required for the forklift to be fully operational at PPA should be fully borne by the Candidate.

9.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 eighty five (85) points
- (ii) Delivery time of machinery: up to five (5) points
- (iii) Warranty period of machinery: up to ten (10) points

→ **Technical Score (St)= maximum total points 100**

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

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

Where:

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

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

Where:

- T = the weight of 50% given to the Technical Proposal;
- P = the weight of 50% given to the Financial Proposal; and
- T + P = 1.

The combined technical and financial score is calculated as follows:

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

10.WARRANTY

The Candidates must provide and state in writing within the technical Offer the terms of the warranty for the equipment.

The warranty period for all the equipment should be of minimum at least twelve (12) months or 3000 hours, whichever comes first.

Any additional warranty provided will be taken into account within the evaluation of offers. Components which are repaired or replaced during the warranty period shall be subject to the remaining original warranty period plus one year.

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

The delivery time of spare parts within the warranty period, should not exceed ten (10) working days from the written request of PPA (Including e-mail request).

Within the warranty period the Supplier should be able to send an expert engineer within ten (10) working days from the written request of PPA.

11.ACCEPTANCE

After arrival and assembly of the equipment by the Supplier, the Supplier shall, at their expenses, undertake and successfully carry out the process of obtaining on behalf of PPA the relevant type approval in Greece in accordance with the Greek and EU legislation, as applicable and in force, and provide PPA and the competent Greek authorities with all required documents for the issuance of licence plates for all procured equipment and generally proceed with any necessary act for this purpose. The Supplier shall also conduct and carry out all the acceptance tests to confirm that the procured equipment meets the Tender specifications and performances.

All acceptance inspection shall be conducted within thirty (30) days after arrival and assembly of the equipment. 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 procedures. The acceptance tests shall be witnessed by both parties.

After the completion of the acceptance tests, the Supplier shall prepare the Acceptance Report, which shall include the following:

- The type of the equipment tested, date & location
- List of PPA participants both from PPA and the Supplier
- Any defects detected and remedy measures
- All test records which are to be kept as attachments to the Acceptance Report

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

- Quality related certification from the manufacturer
- Complete on-site inspection report
- The type approval and license plates for the equipment issued by the competent Greek authorities in accordance with the applicable Greek and EU legislation as in force.

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

- PPA regards that the equipment is in compliance with the requirements of the Tender and the signed 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.
- PPA has received the protocol No. from the competent Greek authority of the type approval and licence plates for all the equipment.

Only when the Acceptance Report has been signed by PPA and the Supplier, the equipment can be officially accepted by PPA and the title and risk of the equipment is transferred by the Supplier to PPA.

12. AFTER SALES SERVICES

Candidates must have authorized a representative within the European Union.

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

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

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

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

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

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

13. GENERAL TERMS

- i. The validity of the Candidates offer should be for at least four (4) months from Proposal submission deadline set for this tender.
- ii. This Tender is expressly not a Contract between PPA and the Participant, or an offer to Contract.
- iii. PPA is not bound to accept the lowest or any Proposal.
- iv. Nothing in this Call, any Proposal, or any conduct or statement made before or after the issue of this Call is to be construed so as to create legitimate expectations or give rise to any contractual obligations, express or implied, or any obligations in equity. PPA makes no binding representations or undertakings as to how the Proposal process will be conducted.
- v. PPA reserves the right to postpone, adjourn or cancel the Tender, as well as to amend the time table of the Tender and of the Tender in general, at any time, or to repeat the Tender, at its sole discretion, without bearing any liability towards the Participants in the Tender or/and any third parties. Participation in the Tender remains at the Participant's sole responsibility and expense. The Participant does not derive any compensation rights out of this participation other than those set out in the present document. Participation itself in the Tender Procedure equals to Participant's full and unconditional acceptance of the Tender terms and conditions.
- vi. PPA reserves the right to amend or extend the timetable of delivery time of the forklift truck, at its sole discretion, without bearing any liability towards the Final Contractor.
- vii. The Contract will be governed by and construed in accordance with the Laws of Greece.
- viii. The Supplier is responsible for the insurance coverage of his own liability and his employees or whoever is acting on his behalf and for the insurance coverage of the equipment with which he provides his services. PPA SA will be named as an additional insured party for the supply, transport and assembly of the forklift.
- ix. All applicable regulations and standards (Greek, European Union) should be complied with.
- x. Confidentiality: The parties shall keep the terms of the Tender or/and the Contract strictly confidential and shall not disclose such terms to third parties, except as may be required by Law.

- xi. If a Participant is found to have made false or misleading claims or statements, PPA reserves the right to reject at any time, any Proposal submitted by or on behalf of that Participant. Participants should be aware that giving false or misleading information is a serious offence under the Criminal Code.
- xii. The Participants are prohibited to form alliance or exchange information in the tender process, so as to damage the interest of PPA and also exclude the participation of other bidders.

13.1 Penalties imposed upon delay of final acceptance

- i. For a delay of up to 30 days from the end of the contractual deadline for completing the project, the sum of five hundred euro's (€ 500) shall be seized per calendar day as a penalty to the Supplier.
- ii. For each day of delay after the period of the previous subparagraph, the penalty shall rise to one thousand euro's (€ 1000) per calendar day to the Supplier.
- iii. Where the penalties amount to the good performance guarantee stated in Article 5, provided that there continue to be grounds for imposing a penalty, PPA shall be entitled to terminate this Contract due to the Supplier's fault, in which case the said performance bond shall be seized.
- iv. PPA 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: TENDER PARTICIPATION GUARANTEE LETTER

Bank:

Branch:

Date of issuance:

To:

Piraeus Port Authority S.A. (PPA S.A.)/ Procurement Department

10, Akti Miaouli

185 38, Piraeus Greece

PARTICIPATION GUARANTEE LETTER NUMBER: EURO

We are honoured to notify you that we hereby expressly, unreservedly and irrevocably guarantee, waiving 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 852-856, 862- 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles and any other provision of law, in favour (in the case of an individual company) of the

Company

Address

The present Guarantee covers throughout its duration cover only the obligations arising out of participation in the above mentioned tender of the said company.

The above mentioned amount will remain at your disposal and we will pay it to you in accordance with your instructions in whole or in part without any demurrer or objection from us and without investigating the justification of your claim, within three (3) days of your written notification.

We agree to extend the warranty period upon your written request, provided that it is submitted to us before the expiry date below.

This present letter of guarantee is valid until

This Guarantee is subject to Greek Law and to the exclusive jurisdiction of the Courts of Piraeus.

We confirm that we are responsible for issuing the present letter of guarantee and that there is no violation of the provisions regarding the maximum amount limit of issuance of letters of guarantee by our Bank.

(Authorized Signature)

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

ANNEX B: TECHNICAL CHARACTERISTICS

General Requirement

The engine-powered 33ton forklift truck will be capable to handle unitized cargo and containers with great versatility and maneuverability for optimum space utilization. The machine must be reliable and must have been built, on a tested platform with high stability and durability, only with branded quality components in order for the operators to drive consistently and safely.

The machine must be equipped with a quick and easy troubleshooting system for operators, so the troubleshooting time to be reduced to min and high availability to be maintained. The machine must comply with the most recent operator health and safety guidelines and must be equipped with all safety features that will make the operation as safe as possible.

The machine will be equipped with overload system which will allow to the operator to push the machine to its limits but never beyond.

The engine of the machine must comply with the applied emission standard for 2020 at Greece and must be combined with a highly efficient gearbox and drive axle.

Candidates within their offer should clearly indicate the fuel consumption of the proposed engine. Engines with fuel efficiency saving technologies such as start stop or idle stop technologies are preferable.

The hydraulic system of the machine must be extremely reliable, easy to service with minimum service intervals.

The machine must be in fully compliance with the latest safety standards for EU.

Operating Environment

The engine-powered 33ton forklift truck will be designed to work under ambient temperature from -10 to 50°C. They will be suitable for working under any normal, rain and night operation, under dusty conditions, such as dust, grind material, salty air, fog and air with acid/alkaline particles.

The machine will be designed for continuous working time of more than 16 hours per day.

Cabin

The machine must be equipped with, a well-designed cabin with A/C which will Offer great visibility (forward / backward), an adjustable operator seat, a power-assisted steering, proper control levers (or joystick) in order for the operators to work in a comfortable and safe environment by having the full control of the machine.

The machine must be equipped with non-slip steps and handrails for safe access to the cabin. The cabin must have doors (with opening windows) on both sides so the driver can exit from either side in case of an emergency.

Cabin will have at least the following:

- Seat with belt and air suspension (adjustable up to 150kg).
- Adjustable height length and tilt backrest.
- Armrest adjustable for height
- Steering wheel with spinner
- Tilt able steering wheel column
- Levers installed in steering column (shifting, direction indicators)
- Window panes on roof, rear, and front (tinted and tempered)
- Wiper and washer system for front and back panel
- Automatic gear shift with declutch, possible to change to manual gearshift.
- Rear lights and brake lights.
- Working light front fenders 2 pcs / Working light mast 2 pcs / Indicator lamps incl. hazard lights
- All the lights must be LED technology.

IMPORTANT NOTE

Non EU participants must secure part interchange ability with parts available at European market.

Candidate must also provide the following documentation (Technical Specification Table - As stated in next page) as part of their Technical Proposal:

ANNEX C: TECHNICAL REQUIREMENTS CLARIFICATION TABLE

	General Description	Minimum Requirements	Scoring criteria	Scoring weight	Proposal
<i>Brand Model</i>	Brand and Model	Blank	Blank	Blank	
<i>Type</i>	Forklift type	Counterbalance including lifting bolt fixtures on counter weight frame	(Obligatory requirement)	Blank	
<i>Capacity</i>	Rated load capacity	≥33000 kg's @ ≥1200mm LC	(Obligatory requirement)	Blank	
<i>Engine, transmission and electrical</i>	Power type	Diesel engine type, according to the applied latest EU emission standard in Greece. (Energy efficiency technologies incorporated shall be also evaluated)	Data/reference sheets to be provided for reference, in order to be evaluated.	Up to 20 points	
	Automatic transmission and axles	Of manufacturers proposal (detailed specifications to be mentioned)	Data/reference sheets to be provided for reference, in order to be evaluated.	Up to 20 points	
	Electrical system and components	(24V DC) and of manufacturers proposed brand (To include working LED lighting, buzzers, alarms, etc.)	Data/reference sheets to be provided for reference, in order to be evaluated.	Up to 15points	

<i>Extra features</i>	Fork side shift and independent fork positioning system, both Hydraulic driven.	Obligatory and of manufacturers proposal	(Obligatory requirement)	Blank	
	Mast type	Duplex 2-stage with free lift (free visibility design)	Data/reference sheets to be provided for reference, in order to be evaluated.	Up to 20 points	
	Tyre brand and size	Proposed 16.00 R 25 or of manufacturers proposal	(Data/reference sheets to be provided for reference)	Blank	
	General Description	Minimum Requirements	Scoring criteria	Scoring weight	Proposal
<i>Extra features</i>	Cabin type	Fully enclosed type with the appropriate cooling & heating system	Data/reference sheets to be provided for reference, in order to be evaluated	Up to 5 points	
	Seat type	Air spring type adjustable (Up to 150kg's SWL). Preferably brand is ISRI	(Data/reference sheets to be provided for reference)	Up to 5 points	
	Painting standards	Acc. to ISO 12944 for corrosion category at least C3 (RAL code to be decided by PPA)	(Obligatory requirement)	Blank	
<i>Other technical</i>	Fork mast tilt angle	Forward $\geq 5^\circ$ - backward $\geq 10^\circ$ degrees	(Obligatory requirement)	Blank	

	Travel speed	≥21 km/h full and empty (Speed selector switch will be favoured)			
	Brake type	Oil cooled Wet disc system			
<i>Dimensions</i>	Lifting height	≥4000mm approx.	(Obligatory requirement)	Blank	
	Fork load centre	≥1200mm			
	Total height including mast lowered	≤4500mm approx.			
	Overall length (Without forks)	≤7200mm approx.			
	Overall width	≤3500mm approx.			
	Overall weight	Of manufacturers proposal			
	Fork sizes	≥2400 x 300 x 110 mm approx.			
	Min. ground clearance	≥200 mm approx.			
	General Description	Minimum Requirements	Scoring criteria	Scoring weight	Proposal
<i>Documentation, certification and spare</i>	Documentation	Operators and Maintenance manuals in English, and Bill of Material to be provided in paper and CD. Spare parts book to be	(Obligatory requirement)	Blank	

		provided upon arrival of equipment. (Schematic drawings to be provided upon Offer).			
<i>Documentation, certification and spare parts</i>	Certification	<p>1) Diesel engine in accordance with the latest applied EU emission standards in Greece for respectively offered power outputs.</p> <p>2) To bear the CE marking, accompanied by the EC declaration of conformity</p> <p>3) Manufacturer to provide ISO 9001 and 14001 certificates with Offer regarding the manufacture of the similar or same kind of forklifts.</p> <p>4) Preferred noise levels to be declared (according to Outdoor Noise Equipment applied EU Directive).</p>	(These fields are of standards and obligatory requirement).	Blank	

	General Description	Minimum Requirements	Scoring criteria	Scoring weight	Proposal
<i>Spare parts</i>	Spare part requirements	1) One spare front wheel and tyre and one spare rear wheel & tire. 2) Spare parts to be readily available in Greece via manufacturer representative.	(These fields are of standards and obligatory requirement).	Blank	
<i>Delivery time</i>	Delivery time	Nine (9) months ready to operate at P.P.A. S.A.	Two (2) points for nine (9) months delivery and five (5) points for under seven (7) months delivery. For over nine (9) months delivery, zero (0) points will be given even if the delivery time is accepted after negotiations.	Up to 5 points	
<i>Warranty time</i>	Warranty	At least one (1) year for structure and parts (Excluding wear and tear parts).	Five (5) points for minimum warranty time according to tender, five extra points per every twelve (12) month additional warranty provided.	Up to 10points	

ANNEXD: 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 “Award of procurement of one (1) engine-powered 33 ton forklift truck for Container Terminal use” dated (_____) [Date] and our Offer. Our attached Financial Proposal is for the sum of Euros (_____) [Amount in words and figures] and is our full and final DDP offer that does not include VAT.

EQUIPMENT – ENGINE-POWERED 33 TON FORKLIFT TRUCK					
Item	Description / Category	A1: Unit Equipment Price (€)	Quantity	A2: Total Equipment Price (€)	Warranty Provided
Price for forklift truck					
Price for Spare Parts					
Price for Special Tools					
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 requests so according to the Tender terms.

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

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name and address of Firm]

ANNEX E: – GOOD PERFORMANCE GUARANTEE LETTER

Bank:

Branch:

Date of issuance:

To:

Piraeus Port Authority S.A. (PPA S.A.)/ Procurement Department

10, Akti Miaouli

185 38, Piraeus Greece

GOOD PERFORMANCE LETTER OF GUARANTEE NUMBER: EURO

We are honoured to notify you that we hereby expressly, unreservedly and irrevocably guarantee, waiving 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 852-856, 862- 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles and any other provision of law, in favour (in the case of an individual company)

of the Company

Address

For the amount corresponding to 10% (calculated without including VAT), for the good performance of all their obligations deriving from the terms of the contract for the “Award of procurement of one (1) engine-powered 33ton forklift truck for Container Terminal use”.

The present letter will remain at your disposal and will pay it to you in whole or in part, in accordance with your instructions, without any objection or demurral from us and without investigations the justification of your claim within three (3) days of your written notification.

The present letter is valid until it is returned back from your side or until we receive from you written statement with which it will be considered that our Bank is free from any liability whatsoever.

This present Guarantee is subject to Greek Law and to the exclusive jurisdiction of the Courts of Piraeus.

We confirm that by we are responsible for issuing the present letter of guarantee and that there is no violation of the provisions regarding the maximum amount limit of issuance of letters of guarantee by our Bank.

(Authorized Signature)

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

ANNEX F: FORM OF ADVANCE PAYMENT BANK GUARANTEE LETTER

Bank:

Branch:

Date of issuance:

To:

Piraeus Port Authority S.A. (PPA S.A.)/ Procurement Department

10, Akti Miaouli

185 38, Piraeus Greece

ADVANCE PAYMENT LETTER OF GUARANTEE NUMBER: EURO

We are honoured to notify you that we hereby expressly, unreservedly and irrevocably guarantee, waiving 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 852-856, 862- 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles and any other provision of law, in favour (in the case of an individual company) of the Company

Address

For the amount corresponding to 30% (calculated without including VAT), for the advance payment received according to their obligations deriving from the terms of the contract for the construction of the "Award of procurement of one (1) engine-powered 33ton forklift truck for Container Terminal use"

The present letter will remain at your disposal and will pay it to you in whole or in part, in accordance with your instructions, without any objection or demurrer from us and without investigations the justification of your claim within three (3) days of your written notification.

The present letter is valid until it is returned back from your side or until we receive from you written statement with which it will be considered that our Bank is free from any liability whatsoever.

This present Guarantee is subject to Greek Law and to the exclusive jurisdiction of the Courts of Piraeus.

We confirm that by we are responsible for issuing the present letter of guarantee and that there is no violation of the provisions regarding the maximum amount limit of issuance of letters of guarantee by our Bank.

(Authorized Signature)

Respectfully,

For [Eligible Bank]

[Authorized Signatures]