



**CALL FOR TENDER
FOR THE AWARD OF PROCUREMENT OF WIRELESS NETWORK SOLUTION FOR
PPA SA NEEDS**

Piraeus, Greece

February 2021

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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) 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 the Enterprise, Body, Firm or Joint Venture or Group of Enterprises or Entities 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 the Enterprise, Body, Firm or Joint Venture or Group of Enterprises or Entities 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, under 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 Piraeus Port Authority SA.

3.2 Scope of Tender

Piraeus Port Authority (hereafter named “Contracting Authority” or “PPA” or client) is seeking proposals from qualified Candidates, experienced in providing and implementing campus wireless networks indoor areas of PPA SA, in order to provide a secured, highly available, turnkey solution, including the following: replacement of existing wireless network equipment with new wireless network equipment and provision of wireless network that meets or exceeds the technical specifications listed in ANNEX B C of this document. The aim is to provide corporate WiFi services for PPA users and WiFi services to Customers and Passengers for both free and chargeable way. The candidates are requested to do a detailed site survey before submitting their offers, in order to understand the exact requirements.

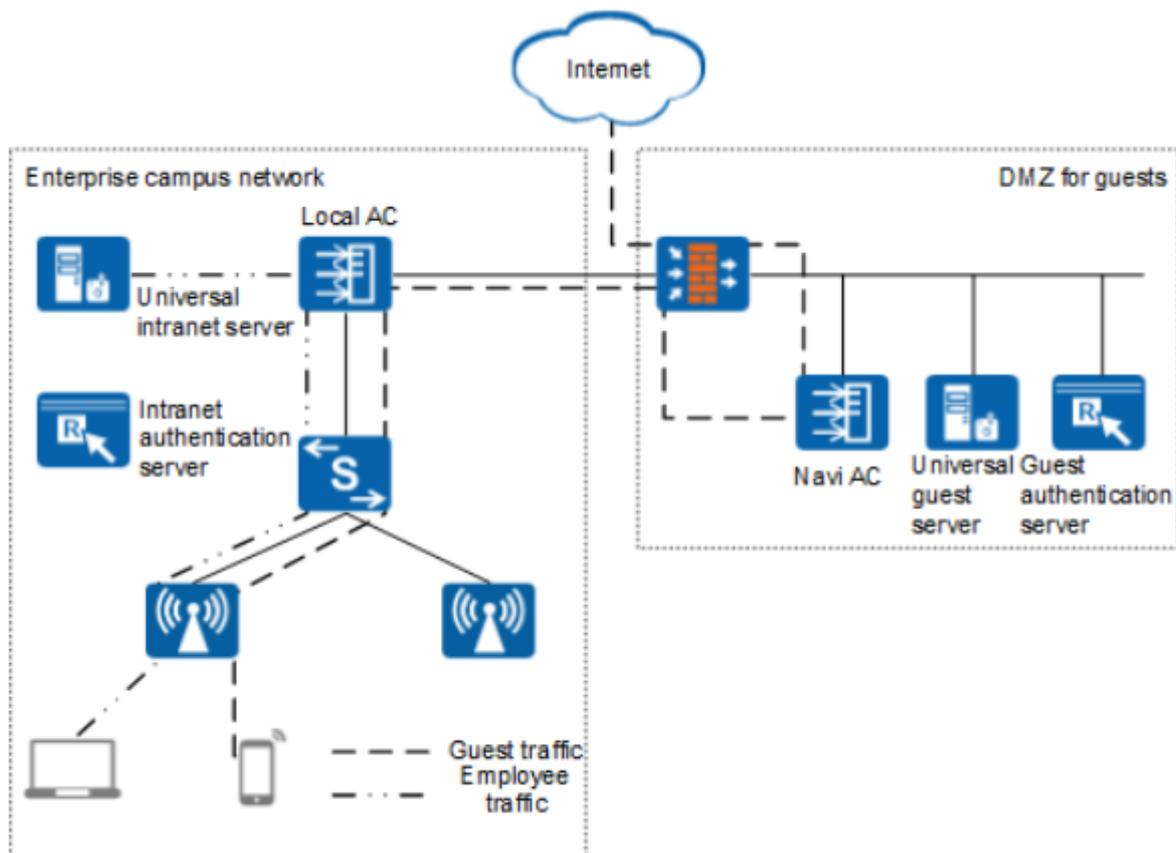
The areas that should be covered, are listed in the coverage area table in ANNEX C.

Detailed drawings of PPA S.A. facilities can be also found as an attachment in ANNEX C.

The current PPA wireless network is based on Cisco Access Points 1242, AIR-LAP1041N, AIR-CAP1602I, AIR-AP1815I, AIR-BR1310G-E-K9-R series operating at 5GHz and 2,4GHz for the client part. The wireless clients are a collection of “Terminal Equipment” devices (i.e. Handheld devices, Tablets, Vehicle Mounted Terminals, PCs, Laptops, etc.) based on different versions of Operating Systems detailed in ANNEX C

The current LAN infrastructure includes single or multi mode fiber optic panels with LC and SC connectors that can be utilized for the purposes of this project. Additionally, the active access equipment currently in use, is capable of 1GB links and up to PoE+ (IEEE 802.3at). If additional network infrastructure is needed (civil works, racks, poles, pillars with the appropriate electromechanical equipment and sensors, patch panels, cabling, fiber optics and ethernet terminations, switches, sfp modules, etc), those will be provided by the contractor.

Proposed WIFI solution’s backend systems (Wireless LAN controllers) must have two separate sets of clusters; one serving corporate users and another cluster serving the external users / passengers. Please refer to the illustration below for further details:



The firewall cluster serving the external / passenger user traffic are also part of this tender. For specific requirements, please refer to the corresponding technical requirements tables. Any solution proposed must include all additional costs that shall be incurred in order to create a functional, secure and managed enterprise environment. These additional considerations must include planning, equipment acquisition, licensing, staging, implementation of a management platform, configuration, patch cords, possible cabling and appropriate devices for connecting the "Terminal Equipment" to the wireless network and network switch, installation, deployment and training services, vouchers, reporting, documentation updates, communication and coordination with other parties involved in the overall project. Any associated costs such as wireless client upgrades/replacements, device installation costs, lifting equipment etc., must be clearly specified and explained in detail in the Candidate's Financial proposal.

PPA will evaluate only the proposals that will provide to PPA the latest available wireless technology (hardware, software, services) such as WIFI-6 hereafter named "Wireless Solutions".

The selected Contractor must be willing to work in a cooperative manner with PPA staff and other parties working on behalf of PPA.

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(Decision no. 833/04.10.2019) .
- 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 project 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:
 - a. The present Call for Tender.
 - b. The Technical Specifications of ANNEX B.
 - c. The Financial Proposal submission Form of ANNEX D.

4.2 Provisions of clarifications

Interested parties should submit any questions/clarifications concerning the Call to both of the following email addresses: wifi_tender@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

Interested parties are invited to submit their interest in writing, until **15 February 2020** (expressions of interest submission deadline), and at 16:00 hours by email to the following email address: wifi_tender@olp.gr and procurement@olp.gr with the indication: "CALL FOR TENDER FOR THE AWARD OF PROCUREMENT OF WIRELESS NETWORK SOLUTION FOR PPA SA NEEDS".

The tender will be carried out in two phases:

Phase 1: The interested parties will submit only their interest (NOT a Technical or Financial offer) accompanied by:

- An NDA Agreement (according to the published NDA agreement template provided by PPA) signed by their Legal representative.
- Original or legally certified copies or simple, clear and easy-to-read copies in order to prove their legal representation.

Phase 2: The Candidates which will be evaluated as eligible to continue to phase 2 of the tender procedure, will receive the tender technical Annexes B and C within two (2) business days after the initial deadline of the expressions of interest's submission, in order to be able to submit their offers according to the tender terms.

Offers shall 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 "PROCUREMENT OF WIRELESS NETWORK SOLUTION FOR PPA SA NEEDS".

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: "PROCUREMENT OF WIRELESS NETWORK SOLUTION FOR PPA SA NEEDS – Password".

The last date for Interested Parties submitting their offers in accordance with the terms hereof is until **9 March 2021** at 16:00 hours. After that deadline elapses, no offer will be accepted by PPA.

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) password protected sub-folders as follows:

- i. 1st subfolder - Participation Supporting Documents folder which will include the participation letter of guarantee of Article 5, all participation documents referred to in Article 6 of this Call.
- ii. 2nd subfolder - Technical offer folder which will include all documents referred to in Article 7 of this Call including a completed "Technical Requirements Clarification Table"
- iii. 3rd subfolder - Financial offer folder (by filling in the financial offer sample),

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).

2. The folder of offer should contain three (3) password-protected 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, (iii) 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 will not be opened and PPA will not request for the passwords to unlock them.
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 the 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 English and/or Greek.
- ii. Moreover, all written and verbal communication between the Candidates, Tender Evaluation Team and PPA will be in English and/or Greek.

4.7 Payment terms

- All prices should be in Euro, excluding VAT
- Prices should include the entire delivery to PPA premises and deployment as per project specifications
- Payment Terms:
 - ✓ 30% payment in advanced after signing the contract and by providing an advance payment letter of guarantee.
 - ✓ 40% upon completion of all equipment received following the signing of the specific acceptance protocol by PPA's competent body.
 - ✓ 30% upon final acceptance of the project and after signing of the final acceptance protocol by PPA's competent body.
- Final Acceptance Certificate (FAC) will be issued by PPA S.A. after 30 consecutive days of productive operation without any defect and/or issues. Productive operation will start after the signing of the quality acceptance tests protocol by PPA's competent body.

- The financial proposal should be quoted on a “Fixed Price” base for all solution categories according to ANNEX D.
- Delivery Terms: DDP for all project’s equipment, hardware and materials.
- All prices quoted should be inclusive of any applicable withholding tax.

4.8 Suspension – Cancellation of Tender Procedure

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 in case less than three Candidates’ offers are submitted or fulfil tender criteria in order for their financial proposals to be unsealed. The negotiation procedure can take place without having opened the initial submitted financial offers, with the participants provided that a. fulfil the requirements of article 6, b. the minimum technical requirements of article 7 and c. have submitted a Participation Letter of Guarantee.

During negotiation procedure PPA will request from the above-mentioned candidates to submit an improved offer (within envelope or password protected file) within three days without altering any of the technical/ quality/ specifications of the already submitted offers.

Both the initial and improved offers will be unsealed at the same time.

In case 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 be equal to acceptance 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 equal to acceptance that the candidate/s:
 - Have checked, are aware of and accept all technical conditions.
 - Will be fully responsible for the design and supply of the WiFi Network, 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 (a. participation, b. advance payment, c. good performance of the contract and d. proper maintenance) for this tender procedure may be in one of the following forms:
- Letters of Guarantee in accordance to Annexes A, E, F and G.
 - Deposit to PPA (one of the following PPA bank accounts) as a guarantee of the respective amount of money.

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

- A counterbalance 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. In case a Participant submits a Participation letter of Guarantee, the original copy shall be delivered in PPA's premises either via courier or in person at the following address (Akti Miaouli 10, 18538 Piraeus, office 209).
- iv. Errors or omissions in the title of the procurement or the participant in whose favour the bond is provided will not lead to disqualification provided no confusion is caused.
- v. The tender participation bond will amount fifty thousand euros (50.000.00 €) with duration two (2) months longer than the validity of the offer including the possible

two (2) months extensions of the offers' validity period.

- vi. 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.
- vii. The participation bond will be returned:
 - a. to the Contractor when a good performance guarantee of amount of 10% of the contract (excluding VAT) is submitted and
 - b. to the unsuccessful Candidates within fifteen (15) working days from the completion of the Tender (contract signature is considered as tender completion).
- viii. 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 A.
- ix. Upon contract signing, a good performance guarantee will be submitted amounting to 10% of the contractual value, not including VAT. The good performance guarantee concerns the performance of all of the contractor's obligations under the Contract. PPA SA will return the good performance letter of guarantee after:
 - a. the end of the three-year warranty period, and
 - b. The submission of the proper maintenance guarantee in case PPA SA decides to award the optional Maintenance services described within article 11 "WARANTEE"
- x. A Proper Maintenance Guarantee will be submitted amounting to 5% of the contractual value, not including VAT. The Proper Maintenance Guarantee will start following the activation of the optional Maintenance Services and will be valid for three years and then it will be returned to the Contractor. During this period, the terms and conditions of APPENDIX B hold.

The above guarantees 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

6.1 Qualification criteria

Each Candidate which participates in the tender procedure, upon penalty of disqualification for that tender procedure, to fulfill the following criteria.

6.1.1 Professional qualification criteria (ON/OFF criteria)

* Each Enterprise which participates in the tender procedure on its own or as a member of a Joint Venture is obliged, upon penalty of disqualification for that tender procedure, to have the following professional qualifications.

1. It must not be in a state of bankruptcy, liquidation or compulsory receivership and proceedings to have it declared in a state of bankruptcy, liquidation or compulsory receivership must not have been launched.
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 based on a final judgement for:
 - a. Participation in criminal organizations within the meaning of the Council Framework Decision 2008/841/JHA.
 - b. bribery within the meaning of Article 3 of Council Act of 26 May 1997 and the Council Framework Decision 2003/568/JHA.
 - c. Fraud within the meaning of the Directive (EU) 2017/1371.
 - d. Money laundering within the meaning of the Directive (EU) 2015/849.
 - e. embezzlement, fraud, extortion, forgery, perjury, bribery according to the Greek penal code.
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 engaged in activity in Greece) or in accordance with the law of country of establishment.

4. They must have fulfilled obligations relating to the payment of taxes in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.
5. Candidates must be registered with one of professional or trade Registers in their Country of origin or relevant professional register worldwide with a scope of works relevant to IT Projects.
6. Candidates Eligible to participate in the Tender are legal IT entities/companies possessing the relevant National Classification for the Economic Activities (ΚΑΔ).

* In case of Joined ventures, the professional qualification criteria must be met by each party of the Joint Venture.

6.1.2 Financial and economic standing criteria (ON/OFF)

Upon penalty of disqualification, each candidate must have an average annual turnover over the last 3 years of over € 15.000.000 (2018, 2019, 2020).

* In case of Joined ventures, financial and economic standing criteria must be met cumulatively (as a whole) by all its members (in total)

6.1.3 Technical skill criteria (ON/OFF)

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

1. To have successfully implemented as contractor or subcontractor or as member of a joint venture: a) at least two (2) (indoor and or outdoor) WiFi project with total contract amount over € 800.000 ******(all the contract amounts of proven experience will be added) during the last three (3) years (2018, 2019, 2020) and b) at least one (1) WiFi project over € 100.000 during the last three (3) years (2018, 2019, 2020). Project experience by subcontractor or manufacturer is not taken into account. Lending experience is not accepted.
2. It must have valid ISO 9001:2015 in IT related projects and a valid ISO 27001:2013
3. The project team should have at least 2 certified engineers in WiFi technology (e.g but not limited to "HCNA wireless, CCNA wireless).

* In case of Joined ventures, the technical criteria must be met by each party of the Joint Venture.

** Where the tenderer carried out or is carrying a project as a member of a Joint Venture or grouping, it must prove that it successfully completed implementation or so far has completed a wifi project (in the case of wifi project under way) itself 100%, or where those works are part of a larger project, it must prove that the budget corresponding to it (or which corresponds to the works carried out so far) was at least equal to the above limits.

6.2 Participation Supporting Documents

In order to prove the fulfillment of the above mentioned prequalification criteria, the following documents must be submitted clear to read copies (a solemn declaration is required for declaring their validity¹) which must be valid and in force throughout the whole tender procedure:

1. A participation Bond according to the requirements of the present chapter and Annex A.
2. A brief description of the Candidate;
3. A copy of certificate of incorporation (or equivalent), issued within the last 12 months from the date of the Tender;
4. A copy of statutes/by laws (or equivalent);
5. Latest audited financial statement if applicable;
6. Official proof that the person signing the offer is legally binding the Candidate, in case the Offer is not signed by the person specifically authorized for this reason as per the below par. 8^a
7. A binding declaration of the candidate:
 - a. expressing its interest to participate in the Tender and to submit the Offer and appointing its authorized representative to specifically sign and submit the Offer; the authorized representative must have delegated powers to

¹ A Solemn Declaration of the legal representative of the candidates that any certificate, or any other document included in the file of the prequalification documents, is a true copy of the original (or duly printed by the internet site of the Competent Authority issuing it) as well as that they are obliged to submit the original documents once they are awarded the wireless network solution Project.

answer on behalf of the candidate to any questions PPA may have, and to sign the agreement.

- b. stating that is fully aware of the contents of this call and unconditionally and unreservedly accepts its terms;
 - c. 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;
 - d. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not confer to the Candidate any right to compensation;
 - e. A manufacturer's authorization form within which it will be stated that the offered equipment will be supplied through the manufacturer's official supply network.
8. Full contact details for the Candidate and the Candidate's authorized representative (including full name, address, phone and fax numbers and email address);
9. The candidate will submit either a Binding Declaration confirming the following or the below documents, according to applicable law:
- a. Certificate of country of establishment stating that the Candidate is not bankrupt or is the subject of insolvency or winding up proceedings;
 - b. Certificate of country of establishment stating that the Candidate is not under mandatory administration;
 - c. Certificate of country of establishment stating that the Candidate is not under liquidation or administered by a liquidator;
 - d. certified copies of current tax and social insurance compliance certificate, or equal evidence in accordance with the law of place of the candidate's establishment.
 - e. criminal record or other equivalent document(s) / certificate(s) evidencing that the Candidate has not been convicted by final judgement for any of the criminal acts described in para. 6.1.1.2 :

10. A reference list regarding previous similar wireless network solution projects. This list shall contain among other things a brief description of each reference and information about the similar wireless network solution project. The number of installed access points per project and the projects' contract amounts should be mentioned, within the reference list.
11. Related Certification for Authorized Reseller/Authorized Channel Partner of the Manufacturer in Greek region
12. A solemn declaration from the contractor, that the products will be purchased via Authorized Distribution Channels within the country the products will be sold and installed.
13. ISO 9001:2015 proof of certification
14. ISO 27001:2013 proof of certification

7.SUB-FOLDER OF TECHNICAL PROPOSAL

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

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.*

8. SUB-FOLDER OF FINANCIAL PROPOSAL

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

All prices should be stated in Euro, DDP at PPA SA premises located in PIRAEUS, GREECE, excluding VAT.

No invoices should be issued without prior written acceptance from PPA.

All related wifi project costs shall be fully borne by the Candidate.

9. AWARD – SIGNING OF THE CONTRACT

- 9.1 The tender procedure comes to an end upon signing of the Contract, when the Contractor is obliged to provide the Project Owner with a performance bond in order to get the participation bond back.
- 9.2 It should be noted from this stage of the tender procedure that once the Contractor receives the award decision, within no more than fifteen (15) working days he will be asked to sign the Contract and two (2) working days before signing it to submit the following supporting documents for inspection:
- i. Legalisation documentation for the Contractor 2:
 - ii. A certified copy of the Contractor's joint venture agreement (only in the case of a joint venture)
 - iii. Certificates 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.)³:
 - iv. Minutes from the Board of Directors⁴ of the Contractor, duly signed, which declare:
 - (a) its decision to accept award of the Contract,
 - (b) the appointment of the Contractor's representative, who is authorised to sign the Contract and act on the Contractor's behalf during implementation of the Contract.
 - v. A solemn declaration from the Contractor's representative that:
 - (a) he accepts the validity of his appointment unconditionally and unreservedly.
 - (b) the Contractor took account of all relevant terms of the contractual documents, which it unreservedly accepts in their entirety, and shall include them in the insurance contract.
 - vi. A proper insurance certificate covering at its own expense any and all damages

² A full set of legalisation documents shall be submitted for the Contractor if they have changed from the date on which the financial tender was submitted. If updated copies are not submitted by the Contractor, they are deemed not to have been amended and the ones submitted along with the tender shall remain in effect. In this case, the Contractor is obliged to submit a Solemn Declaration with the above content,

³ Note that the corresponding certificates (on not being bankrupt, in liquidation, etc.) issued by the competent authorities of the country in which the Contractor is established must continue to be valid on the date the Contract is signed. If the said certificates are not issued by the relevant country they may be replaced by a sworn statement or if there is no provision for such, by a solemn declaration before a judicial or administrative authority, notary public or competent professional body of the country of origin or provenance.

⁴ Or other competent decision-making body.

a rising of this contract of a minimum 1.000.000 euro (limit of indemnity) cumulatively, against any and all damages arising out of this project. In the relevant insurance certificate, both PPA SA and the Greek state must be co -insuredT he valid insurance certificate is to be submitted by the Contractor to PPA SA no later than 30 days from the signing of the contract.

- vii. Any subcontracting agreements.
- viii. Tax clearance form.
- ix. Social security clearance form.

9.3 Where the Contractor does not accept the award decision within 15 working days or is unable to provide the said supporting documents within the time period specified above or set by the Project Owner, PPA S.A. shall be entitled to cancel award of the contract to that Contractor and to select the next bidder in the ranking.

10. EVALUATION PROCESS – AWARD CRITERION

The criterion for award of the Contract is the most economically advantageous Tender according to their financial scores (F) as follows:

Step 1: Identifying abnormally low and/ or abnormally high prices

Given that no specific quantities are required by this Tender and the quantities offered by the candidates will be based on the technical study they will submit, PPA's will assess if a candidate's offer is of an abnormally low and/ or abnormally high price according to the scope of the Tender. If an offer is assessed as of an abnormally low or of an abnormally high price, then clarifications should be requested from the Candidate (s) within two (2) working days on the particular elements that appear abnormally Low or abnormally high.

If the Candidate(s) fails to reasonably justify why his (their) offer(s) is considered abnormally low or abnormally high then his offer will be rejected following Decision from PPA SA competent Body.

Step 2: Determining of the Benchmark price "B"

Benchmark Price "B" is determined by calculating the average of all the valid quoted prices excluding any abnormally high or abnormally low prices

(after reasonable justification and decision by company competent decision maker) determined from Step 1.

If the number of valid quoted prices that have been unsealed is equal to or greater than six (6) then the benchmark "B" is calculated as the average between a. the average of all valid quoted prices; and b. average valid quoted prices without including the lowest valid quoted price and the highest valid quoted price.

If the number of valid quoted prices that have been unsealed is less than six (6) then the benchmark "B" is determined by calculating the average of all the valid quoted prices and then by calculating the average of the prices which are below the first average price. This is called Benchmark price "B".

Step 3: Determining the Candidate's Financial Score "F"

If the quoted price is equal to the evaluation benchmark price, then the offer is scored with $F = 100$ points;

The percentage difference between the offered financial price and the benchmark price B is calculated as follows:

- If the financial price is less than the Benchmark price, then the score F is calculated by deducting from 100 points 0.3 point for every 1% difference between quoted price and Benchmark price B.

- If the financial price is more than the Benchmark price, then the score F is calculated by deducting from 100 points 0.5 point for every 1% difference between quoted price and Benchmark price B.

The Tenderers should take the following into account:

- (i) If any of the offers are considered unusually low or unusually high, the Project Owner will be entitled to request that the Tenderers provide justification.
- (ii) If the PPA Decision-Maker finds that the most advantageous financial offer remains high, then PPA is entitled to proceed to further negotiations in order to have it reduced by the interim Contractor, or it may freely and without penalty even proceed to cancel the Tender.

11. WARRANTY

The Contractor is required to provide at least three (3) years of obligatory Warranty services starting from the Final Acceptance of the Project, and optionally Maintenance services for the software and hardware that has been offered for at least three (3) years starting from the end of the Warranty Period.

The warranty terms should be included in the Contract.

The duration of the licenses should be at least equal to the duration of the warrantee period offered.

Preventive maintenance including: All Hardware offered, cabling, Electromechanical Equipment, software updates and upgrades during the requested warranty period, "Wireless Solution" Quality Assurance tests (See Appendix B), reports, availability reports and optimization for every four (4) months.

At least 36 man days of post implementation / consulting services for the deployed solutions, during the requested warranty period.

During the warrantee period the services provided will include the ones mentioned within SLA Services below.

12. GENERAL TERMS

- i. This Tender is expressly not a Contract between PPA and the Participant, or an offer to Contract.
- ii. PPA is not bound to accept the lowest or any Proposal.
- iii. 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.
- iv. 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.
- v. PPA reserves the right to amend or extend the timetable of delivery time of the Wi Fi Project at its sole discretion, without bearing any liability towards the Final Contractor.
- vi. The Contract will be governed by and construed in accordance with the Laws of Greece.
- vii. 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.
- viii. All applicable regulations and standards (Greek, European Union) should be complied with.
- ix. 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.
- x. 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.

- xi. 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.
- xii. The candidate must comply with the GDPR 2016/679 and all relative regulations and legislation. They shall also ensure that all the persons whose personal data will be submitted in the candidate's offer for evaluation purposes during this tender and for the contract implementation purposes, have given their related consent, and that they have been informed about their rights under the GDPR 2016/679.

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 Joint Venture)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 demurral 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 REQUIREMENTS CLARIFICATION TABLE

ANNEX C: TECHNICAL SPECIFICATIONS

ANNEX D: FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

 To: _____
 [Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [.....] in accordance with your Call of Tender entitled "PROCUREMENT OF WIRELESS NETWORK SOLUTION FOR PPA SA NEEDS" 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.

Participants are requested to submit a financial proposal for providing the total Solution and services that are the subject-matter of this Call as described in the tender document.

Financial Table D.1-1 Software Hardware Services

A/A	DESCRIPTION	ITEM NAME	QUANTITY	PRICE [€]		VAT [€]	TOTAL PRICE INCLUDING VAT [€]	* MAINTENANCE COST [€]		
				Excluding VAT				EXCLUDING VAT		
				UNIT PRICE	TOTAL PRICE			Year 4	Year 5	Year 6
1	Software									
2	Licenses									
3	Hardware									
4	Technical Support									
5	Physical Installation Services									
6	Services**									
				TOTAL	B			B1	B2	B3

* Maintenance Cost refers to the years after the end of the minimum 3 Years requested Warranty period.

** Services must include all other implementation Services (Design – Configuration – Migration – Commissioning-Warranty - Consulting).

Financial Table D.1-2 Training

A/A	DESCRIPTION	Man Month	PRICE [€]		VAT [€]	TOTAL PRICE INCLUDING VAT [€]
			Excluding VAT			
			UNIT PRICE	TOTAL PRICE		
TOTAL						

Financial Table D.1-3 Other Costs

A/A	DESCRIPTION	Man Month	PRICE [€]		VAT [€]	TOTAL PRICE INCLUDING VAT [€]
			Excluding VAT			
			UNIT PRICE	TOTAL PRICE		
TOTAL						

Financial Table D.1-4 Total Costs

A/A	DESCRIPTION	TOTAL PRICE [€] Excluding VAT	VAT [€]	TOTAL PRICE INCLUDING VAT [€]
1	Software, hardware and services (Table F.1.1)			
2	Training (Table F.1.2)			
3	Other Costs (Table F.1.3)			
4	Maintenance cost for 3 years (Table F.1.1)			
GRAND TOTAL				

Financial Table D.1-5 Optional Costs

A/A	DESCRIPTION	PRICE [€] Excluding VAT	VAT [€]	TOTAL PRICE

		UNIT PRICE	TOTAL PRICE		INCLUDING VAT [€]

Financial Table D.1-6 Price list

Financial table D 1.6 Reference Price List which includes all possible hardware and services which but not limited to hardware of switch, camera, UPS, mount, pillar, pole, UPS and the other auxiliary materials and service of project management, equipment installation, civil constructions, survey, design, etc.

A/A	Description	Unit measure	Unit Price
1.	Switch Type A		
2.	Switch Type B		
3.	Switch Type C		
4.	...		
5.	AP Type A		
6.	AP Type B		
7.	AP Type C		
8.	...		
9.	Pilar Type A		
10.	Pilar Type B		
11.	Pilar Type C		
12.	...		
13.	Pole Type A		
14.	Pole Type B		
15.	Pole Type C		
16.	...		
17.	UPS Type A		
18.	UPS Type B		
19.	UPS Type C		
20.	...		
21.	Project management service A		
22.	Project management service B		
23.	Project management service C		
24.	...		
25.	Installation service A		
26.	Installation service B		
27.	Installation service C		
28.	...		
29.	Construction service A		
30.	Construction service B		
31.	Construction service C		

32. ...

*** Financial table D 1.6 will be used to be calculated any possible equipment and workload and cost deviation during the all project's phases

Candidates should provide the following:

- a. Price per man day per specialist level (excl. travel and accommodation expenses) for any additional services may be required in 3 years of warranty period and 3 years of maintenance period.
- b. All proposed solutions must include all costs that would be incurred in order to create a functional and managed enterprise environment. Such cost considerations must include: licensing, implementation of a management platform, patch cords, possible cabling for connecting proposed devices to a network switch, etc. Any associated costs not included in the financial proposal such as wireless client upgrades/replacements, device installation costs, lifting equipment etc., must be clearly specified and explained in detail in the candidate's Financial response.
- c. We expect that all the equipment related to the "Wireless Solution" will be covered by insurance from the Contractor until the delivery of the entire solution to the client
- d. Upon signing the Contract and prior to the commencement of the rendering of the Services, the Contractor shall deliver to PPA an unconditional letter of guarantee payable upon PPA's first demand (the "**Performance Gurantee**"), as annexed in Appendix E of the present document. The Performance Bond will be issued by a bank lawfully operating in Greece in favor of PPA for an amount equal to 10% of the total Wireless Solution cost. The open end Performance Guarantee letter will be returned to the contractor following th completion of the wireless network solution project and after the lapse of the three years warantee period.

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 Joint Venture)

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 “.....”.

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 Joint Venture)

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 "....."

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 G: FORM OF PROPER MAINTENANCE 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

PROPER MAINTENANCE 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 Joint Venture)

of the Company

Address

For the amount corresponding to 5% (calculated without including VAT), for the proper maintenance of all their obligations deriving from the terms of the contract for the ".....".

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]