



## **CALL FOR TENDERS**

### **“PROVISION OF SERVICES”**

For the needs of PPA SA for:

- i. Mooring and unmooring of vessels
- ii. Loading/unloading of luggages
- iii. Handling of ship supplies;
- iv. use of machinery (i.e. cranes, /lifts, etc.), in case PPA lacks to provide the personnel for its handling (i.e. operators);
- v. preparation works for vessels, passengers and cruise passenger terminals.
- vi. Provision of services at Logistics Area.

to be carried out by properly qualified staff, for the purpose of meeting the needs of i. cruise and Ferry and ii. Logistics Area.

Duration of contract: One (1) year, subject to two annual extensions following evaluation of the services rendered.

**PIRAEUS**  
**February 2022**

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## CHAPTER A

### Article 1: Definitions

- 1.1 **“Contractor”** means the undertaking / Consortium / Joint Venture to be selected by PPA SA for the purpose of being awarded the service agreement, by virtue of a contract to be executed and signed to that effect.
- 1.2 **“Eligible Institution”** means a credit or financial institution or insurance company, within the meaning of Article 14(1)(b) and (c) of Law 4364/2016, operating legitimately in any Member State of the EU, the EEA, the OECD or the Financial Action Task Force (FATF), which has a legitimate right in this regard under the applicable laws, or a credit / financial institution or insurance company operating legitimately in a country with a credit rating for long-term investments of A- (or equivalent) or higher from at least two of the rating’s agencies Moody's, Standard & Poor’s or Fitch.
- 1.3 **“Decision-making Body”** means the PPA SA body competent from time to time.
- 1.4 **“Tender”** means this tender procedure, which will be carried out in a single phase.
- 1.5 **“Demand Notification Periods”**: The notification periods thoroughly described in Article 18.3 hereof.
- 1.6 **“Shift”**: Any of the following eight-hour shifts: a) 07:00-15:00 b) 15:00-23:00 c) 23:00-07:00 or such other eight-hour shift as may be determined by PPA.
- 1.7 **“Services”**: The services the Contractor is liable to provide PPA, as same are thoroughly described herein.
- 1.8 **“Yard”**: means the area of the Cruise Terminal
- 1.9 **“Cruise Terminal”**: means an area within the port area of Piraeus, where cruise vessels berth and where 3 Cruise Passenger Terminals are operated, each as described in more detail, depicted in colour and identified by reference to the corresponding legend in the topographic diagram in ANNEX 3.3 of the Concession Agreement.
- 1.10 **“Cruise Supervisor”** means the Provider’s employee who shall organize and assist all employees and gangs working in the Cruise Terminal when required according to the provisions of the present invitation.
- 1.11 **“Tender Offer”**: Any Tender Offer to be submitted by a Tenderer in the context of this Tender, comprising three sub- folders: A. The Participation Documents, B. Technical Offer and C. Financial Offer.
- 1.12 **“Tenderer”, “Candidate” or “Offeror”** means any Undertaking Enterprise / Consortium / Joint Venture of Enterprises which participates in the Tender and submits an Offer.
- 1.13 **“Performance Bond”**: as defined in Article 12 hereof.
- 1.14 **“Interested Party”** means any Undertaking Enterprise / Consortium / Joint Venture of Enterprises intending to participate in this Tender.
- 1.15 **“Call for Tenders”** means the present document.
- 1.16 **“Contract”** means the Service Agreement to be signed with the Contractor.
- 1.17 **“Concession Agreement”** means Amendment and Codification dated 24.6.2016 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 as amended by Law 4838/2021 and is in force .
- 1.18 **“Solemn Declaration”**: A Solemn Declaration as per Law 1599/1986 or, if the candidate is established abroad, a declaration of equal probative value executed as per the laws of the candidate’s country of origin. If the candidate is a legal person, such declaration shall be signed by its legal representative or another person specifically authorised to that effect (in which case, a validated copy of the written authorisation must be also presented).
- 1.19 **“Force Majeure”** means any unforeseen event or circumstance beyond the control of the party affected by it (the "affected party"), which (event or circumstance) is unavoidable even if the affected party acted with the utmost diligence. and which prevents the affected Party from performing any part or all of its obligations and / or exercising any of its rights under this Convention, including, but not limited to, floods, epidemics, earthquakes, fires, riots, explosions, wars; , terrorist acts or hostilities that are beyond the control of any party.

### Article 2: Scope of Tender

#### 2.1 Scope of Tender:

The scope of this Tender is for awarding of the provision of Services to be carried out by properly qualified staff, for the purpose of meeting the needs of PPA SA. i. cruise and Ferry and ii. Logistics area of the following services:

- i. Mooring and unmooring of vessels;
- ii. Loading/unloading of luggage;
- iii. Handling of ship supplies;
- iv. Use of machinery (i.e. cranes, /lifts, etc.), in case PPA lacks to provide the personnel for its handling (i.e. operators);
- v. Preparation works for vessels, passengers and cruise passenger terminals;

- vi. Provision of services at Logistics area.  
More specifically, during the shift, PPA will be allocating the provided by the contractor qualified staff to any of the services mentioned above i-v.

### **Article 3: Supply of clarifications / Expression of interest submission deadline**

- 3.1 This Call for Tender is posted on PPA's website: [olp.gr - Tenders](http://olp.gr - Tenders).
- 3.2 Interested parties can submit questions / clarifications in relation to this Call for Tenders to either of the following email addresses: [cruise\\_outsourcing\\_services@olp.gr](mailto:cruise_outsourcing_services@olp.gr), [procurement@olp.gr](mailto:procurement@olp.gr). If any additional information, clarifications etc. is/are timely requested, i.e. no later than five (5) days prior to the tender offers submission deadline, such information/clarifications etc. shall be submitted no later than two (2) days prior to the tender offers submission deadline.  
If the requested clarifications may not be timely supplied, PPA may but is not obliged to extend the deadline for submitting tender offers for a reasonable period  
PPA's written replies shall be notified to all interested parties (after they are uploaded on PPA's website). Candidates may not invoke any oral replies or clarifications.
- 3.3 The deadline for submission of Participation Dossiers as per the terms hereof is 25<sup>th</sup> February 2022 at 14:00 hours. The relevant dossiers shall be submitted by the Interested Parties to the PPA protocol office (10 Akti Miaouli St., PIRAEUS, Office: 209). Once the above deadline lapses, no offer will be accepted by PPA.**

### **Article 4: Tender procedure and language**

- 4.1 Tender offers shall:
- be submitted by the Tenderers either in person through their legal representatives, or from an authorized person for the above submitting reason, no later than the scheduled date of the tender, as same is defined in Article 2 herein above.
  - bear all risk of any contingencies, including events of Force Majeure, which may prevent due and timely submission of their Tender Offer Folder until their Tender Offer folders are delivered to the competent PPA Department.
  - be sent to the competent PPA Department (10, Akti Miaouli, GR - 185 38, Piraeus) in any expedient manner, and shall be delivered against delivery receipt, provided essentially that receipts are delivered to the competent PPA Departments prior to expiry of the applicable deadline.
- 4.2 Any Tender Offers submitted after the date and time defined above shall be untimely filed and shall be returned to the Tenderers sealed.
- 4.3 In case less than three Candidates' offers fulfil the tender criteria in order for their financial offers to be unsealed, then PPA reserves the right to cancel the tender procedure and declare it as non-successful.
- 4.4 After the tender's cancellation, a negotiation procedure may be carried out without having unsealing the initial financial offers. In that case, the Company reserves the right to negotiate with any participants who fulfil the minimum requirements of Article 13. During negotiation procedure, PPA may request each of the above participants to submit (in hard copy, or by password protected file email) a sealed folder containing an improved offer and terms, within 3 business days, without modifying any of the technical / qualitative specifications of their original offers. Any improved financial offer that is higher than the initial one will not be accepted; thus the initial offer will remain as the valid one. At all times, the winning bidder is the one offered lowest price of services. Furthermore, in case the difference between the candidates' offered prices are equal to or less than 5%, PPA retains the right to proceed with a second round of negotiations with the remaining candidates by requesting further improved financial offers and terms within three days. After negotiations, the candidate which fulfils all ppa requirements and has submitted the most advantageous offer/ lowest value C is considered the successful bidder.
- 4.5 It is noted in this regard that the tender offer evaluation and review procedure is an internal PPA procedure, which is conducted without the presence or other involvement of the Tenderers. The Tenderers cannot submit any objections concerning the tender offer evaluation and review procedure.
- 4.6 The official languages of the tender procedure are Greek and English. All tender information, communications and all documents addressed by the Contractor to PPA can be drawn up in Greek, English or in any other language, as long as they include an official Greek or English translation.

## **Article 5: Applicable Law - Regulations**

5.1 The Tender shall be conducted in accordance with:

- i. Law 4404/2016 (Government Gazette 126/A/8.7.2016) and the “Concession Agreement on Use and Exploitation of certain Areas and Assets within the Port of Piraeus” dated 24 June 2016, as same was ratified by Article 1 of that Law, including any annexes attached thereto, which was entered into between the Hellenic Republic and PPA SA. By virtue of that agreement the Hellenic Republic granted PPA SA an exclusive right to hold, use, manage, maintain, improve and exploit the assets conceded to it, in accordance with the terms of the agreement as amended by Law 4838/2021 and is in force;
- ii. The PPA Awards and Concessions Regulation, which is uploaded on PPA’s website;
- iii. the General Legislative Framework (national and EU) for the processing of personal data and in particular the new European Regulation on Personal Data Protection GDPR 2016/679 and Law 4624/2019.

## **Article 6: Contents of the Tender Folders**

6.1 Each Tender Offer Folder shall bear a clear indication of the following:

- i. The Tender Offer title (as same is stated on page 1 hereof);
- ii. The Tenderer's thorough details.

6.2 Each Tender Folder shall essentially include two separate closed and sealed sub-folders:

- A. A Participation documentation sub-folder, containing the documentation referred to in Article 12 hereof, in both hard copy and electronic form (CD or USB format - PDF file).
- B. A Financial Offer sub-folder, containing the documents referred to in Article 13 hereof, in both hard copy and electronic form (CD or USB format - PDF file).

Each of the two sub-folders shall essentially bear the same indications as the main folder and the corresponding title (as applicable): “PARTICIPATION DOCUMENTATION”, “FINANCIAL OFFER”.

6.3 The content of the tender offers must be clear and sufficient according to the tender requirements. Any tender offer containing comments, conditions, terms or reservations that render their contents unclear in the opinion of the tender offer evaluation body, shall be rejected.

6.4 The PPA competent team reserves the right to request clarifications from anybody or Government Authority about the information that was submitted by any Tenderer, or request the Tenderers to supplement their offers, in which case the Tenderers are liable to meet that request within the deadline set by the PPA competent team for that purpose.

6.5 The PPA competent team and PPA reserves the right to carry out checks, at their free discretion, in order to establish the accuracy and validity of the submitted information and seek assistance from any competent bodies.

## **Article 7. Suspension – Cancellation of the Tender Procedure**

7.1 PPA makes no commitment to award the Contract to a contractor and can freely award the contract (or not), and postpone, repeat or cancel the tender procedure in whole or in part at any stage, without indemnifying the Tenderers.

7.2 In case the tender procedure is postponed, repeated or cancelled at any phase, any Financial Offers already been submitted shall be returned to the Candidates, following written notice. If Candidates fail to appear within the deadline specified by the PPA competent team, the Tender Offers will be destroyed.

7.3 Candidates participate in the tender procedure at their own responsibility and may not claim reimbursement for any expenditures incurred by them in participating in the Tender or preparing and submitting their Tender Offers.

## **Article 8: Presumption resulting from participation in the Tender**

8.1 By submitting a Tender Offer, Tenderers are presumed to have gained knowledge of this Call for Tenders, to have unreservedly accepted its terms and contents in their entirety and to be fully aware of the terms governing the supply of the Services.

8.2 Any Tenderers who failed to gain thorough knowledge of the above matters and terms shall be exclusively responsible in this regard and may under no circumstances be released from the obligation to effectively deliver their contractual obligations, in case they are eventually nominated as Contractor.

8.3 Candidates may not claim reimbursement for any expenses incurred in preparing and submitting any information required hereunder, their Tender Folders etc.

## CHAPTER B

### Article 9: Duration – Terms of Service Agreement clauses

#### 9.1 Duration:

The Service Agreement contract will have duration of one (1) year after five (5) days from contract signature, and may be annually extended twice by mutual agreement of the parties following:

- A. evaluation of the services rendered by PPA. Such evaluation shall consist in an assessment of the following:
  - i. Timely provision of the services;
  - ii. Safety levels
  - iii. Effective fulfilment of the relevant emergency needs;
  - iv. Quality of the services rendered, and
  - v. Contractor's cooperation with PPA-
  - vi. Cost of Services
- B. Negotiation of the price with the same contract terms and conditions.

#### 9.2 Terms of Service Agreement clauses

##### 9.2.1 Planning

The Contractor shall provide the services as to PPA' planning, having due regard to daily demand services. PPA shall carry out the planning of the required works and shall notify such planning to the contractor by email so that the contractor can take all steps necessary to ensure unhindered supply of properly qualified staff. In the event of cancellation of the shift, no reimbursement can be claimed to PPA.

##### 9.2.2 Performance Levels

9.2.3 The minimum performance levels of the contractor must be within the limits set out by the Regulation and adjusted by vessel's particularities during operation.

##### 9.2.4 Breach of terms of the Agreement

In case of delay, negligence, failure to perform any obligations in whole or in part, failure to comply with the terms of the Agreement or failure to implement the Agreement as per its terms PPA SA may terminate the contract:

- on grounds of material breach, especially in relation to safe delivery of services relating to social security of Contractor's staff and any equipment operation permits/licenses, as these matters will be thoroughly regulated in the agreement.
- for any action or omission of the Contractor which was caused by fraud or gross negligence, any person directly or indirectly connected with the Contractor, with the execution of the contract and in the context of the provision of services that the Contractor will undertake with its signing.
- unilaterally and immediately for an important reason for any action or omission of the Contractor is contrary to the provisions of the Concession Agreement between the Greek State and PPA SA, as ratified by Law 4404/2016 (Government Gazette A as amended by Law 4838/2021.and is in force).
- for an important reason in case the Contractor is declared bankrupt, placed under court administration, is wound up for any reason or cause or enters liquidation.

##### 9.2.5 Force Majeure

In case the Contractor invokes an event of Force Majeure as the reason of its failure to duly and timely provide the services or execute the works, then the Contractor shall be liable to report any such event to PPA in writing within ten (10) calendar days from its occurrence, and present PPA with all relevant evidence.

In case the execution of works is suspended by cause of an event of force majeure, then, if such event exceeds thirty (30) days in duration, either party hereto shall have a right to terminate the agreement without cost for either party, by written notice to the other party.

##### 9.2.6 Penalty Clauses

## Article 10: Award criterion - Nomination of Contractor

- 10.1 The award criterion of this tender is the total lowest value (C) taking into account the technical adequacy, the accuracy and validity of the participation documents that were requested from, and submitted by, the Tenderers.
- 10.2 Tender offers shall be classified as “Eligible” or “Inadmissible” based on the results of a technical evaluation of each offer’s compliance with the applicable criteria.
- 10.3 Before contract award, PPA shall request the Employment Relations Inspection departments of the competent Labour Inspectorates to provide information in relation to any fines imposed for violations of Article 68 (2)(c) of Law 3863/2010, as in force.
- 10.4 Among the “Eligible” offers, the one most advantageous for PPA from a financial perspective shall be selected.
- 10.5 If any tender offer(s) is/are considered to be unjustifiable high or low, PPA shall have a right to request the Tenderers to provide explanations in writing.
- 10.6 If the PPA Decision-Making body concludes that the lowest financial offer is too high, then PPA may carry out further negotiations with the interim Contractor to achieve a reduction of the offer or even cancel the Tender without cost.

## Article 11: Bonds / Guarantees

- 11.1 A Good performance guarantee of amount of 20.000 euro is required to be submitted in order for the contract to be signed. The guarantee letter can be either in the form of Guarantee Letter issued by a bank or deposit to a PPA bank account.
- 11.2 The Bond shall be addressed to PPA. In case the tenderer is a Joint Venture or a Consortium, a single bond shall be presented for all of its members.
- 11.3 The Good performance letter is returned when PPA certifies that all contractual terms have been completed.

## Article 12: Tender Offer validity period

Tender Offers shall be valid and binding upon the tenderers for one hundred and twenty (120) calendar days from expiry of the tender offers submission deadline. Any tender offers with a shorter validity period shall be rejected as inadmissible.

## CHAPTER III

### Article 13: Participation documentation

Each Candidate participating in the Tender must submit the following valid participation documents in original copy or in legally validated copies or in non-validated, yet clearly readable photocopies (along with a Solemn Declaration about their authenticity by their Legal Representative<sup>1</sup>):

	Description/ requirement	Document
<b>Prequalification documentation</b>		
<b>1</b>	Incorporation documents	(a) a copy of the effective Codified Articles of Association of the Company; (b) the Government Gazette issue or General Commercial Registry (“GEMI”) certificate in which the latest decision officially establishing the company’s Board of Directors and appointing its representatives was published;
<b>2</b>	Solemn Declaration of the legal representative stating.	i. that the company is not been declared bankrupt, entered liquidation, suspended operations, been placed under court administration, entered a composition in bankruptcy, ceased operations or entered any similar situation under any similar procedure, nor is part of any proceedings to be declared bankrupt or placed in compulsory liquidation or enter a composition in bankruptcy or in any similar situation (restructuring, etc.).

<sup>1</sup> A solemn declaration of the Tenderer’s legal representative stating that all certificates or other supporting documents included in the participation documents dossier are true copies of the original documents (or copies issued electronically through the website of the issuing Authority) and accurate, and assuming an obligation to present the original documents in case it is nominated as contractor.

		<p>ii. as at the date of expiry of the tender offer submission deadline, the Candidate fulfil all requirements for the conclusion of a contract for the provision of the services of loading/unloading vehicles, machineries, cargoes and other relevant services. laid down in Law 3863/2010 as currently in force.</p> <p>iii. in case the Candidate is awarded the contract, the insurance coverage obtained by the Candidate (risks, limits and coverages) shall remain effective throughout the term of the contract or any renewals thereof.</p> <p>iv. that the Candidate confirms that PPA and its staff are released from all liability towards third parties for any damage, expenses or claims relating to liquidated or consequential damages caused to foreign property or physical injury (including death) or both, in the context of the implementation hereof, provided that such damage or injury was caused by fault of the Contractor.</p> <p>v. all certificates, evidence of experience, confirmation or other supporting documents included in the tender offer dossier are true copies of the original documents (or copies issued electronically through the website of the issuing Authority) and accurate, and assuming an obligation to present the original documents in case the Tenderer is nominated as contractor.</p> <p>vi. that the Tenderer confirms that it meets none of the participation impediments laid down herein below; that it has no reason to believe that any such impediments will apply any time during the effective period of its tender offer or any renewals thereof; and that it intends to present the relevant certificates if it is nominated as Contractor.</p> <p>vii. in relation to the participation impediments, each Tenderer must confirm that the managing partners (in case of a limited or general partnership, a private limited company or a limited liability company) or the Chairman and Managing Director (in case of a Societe Anonyme) or any natural persons exercising management functions in all other situations, have never been convicted for:</p> <p>a) participation in a criminal organisation, within the meaning of Article 2 (1) of Council Joint Action No. 98/773/JHA;</p> <p>b) bribery, within the meaning of Article 3 of Council Decision of 26 May 1997 (21) and Article 3(1) of Council Joint Action No. 98/742/CFSP;</p> <p>c) fraud, within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities;</p> <p>d) money laundering, within the meaning of Article 1 of Council Directive 91/308/EEC on prevention of use of the financial system for the purpose of money laundering;</p> <p>e) misappropriation, fraud, extortion, forgery, perjury, bribery, intentional bankruptcy, as per the provisions of the Penal Code or any similar (in terms of objective requirements) foreign regulations.</p>
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#### Financial prequalification documentation

	Description/ requirement	Document
1	Turnover during the last three (3) fiscal years exceeded EUR 0.5 million in total.	Tenderer's financial statements for years 2018, 2019 and 2020 (duly published, where this is required by the law).
2	Social Security and tax Clearance Certificate	Issued by a competent authority

#### Technical prequalification documentation

	Description/ requirement	Document
1	Three-year professional experience in the provision of loading/unloading	a.solemn declaration of the Tenderer, stating that he has three-year professional experience in the provision of loading/unloading services in port installations or



	services in port installations	b. copies of certificates of good execution or letters of recommendation of its services signed by the Legal Representative of the companies to which the Tenderer has provided / offered the services of loading and unloading works in Ports. It is preferable a copy of the basic terms of the contract to be submitted excluding, prices, sensitive information as per GDPR provisions.
<b>2</b>	provable and certified training and professional experience of the staff to be made available/ dedicated to this service, on safe and proper supply of the services described herein and according to the requirements of table "Experience requirements of staff"	solemn declaration of the Tenderer, stating that it possesses or will make adequate staff, duly certified by acknowledged institutions, to provide the services.
<b>3</b>	minimum total number of (a) loading/unloading staff, and (b) equipment operators and vehicle drivers holding a Class A or B driver's permit of over fifty (50) on average in the last three years, provided that this is evidenced in the staff lists of the last three years	

Experience requirements of staff		
	Category of Specialty	
	i	ii
Description / requirement of experience	Cruise and Logistics Worker	Clark operator Services
Professional experience	<b>in mooring / unmooring</b>	<b>At least 6 months</b>
Valid drivers licence for passenger vehicles (class B)		✓
Valid drivers licence for motorcycles (class A)		
Basic knowledge of English	✓ (dockworkers on agent's demand who communicate directly with passengers as they carry their luggage from/ to the transportation mean)	
Adequate physical and health condition to frequent lifting weights, withstand prolonged standing, kneeling, bending, working at heights or in confined spaces	✓	✓
Team spirit, kindness, professional conduct (behaviour)	✓	✓
High sense of responsibility, disciplinary, accuracy	✓	✓
Ability to work under pressure or meet short deadlines	✓	✓

**Important Notes:**

1. As regards the particular Service, the Contractor may not sub-contract any part of the Contractual Services to third parties.
2. In case of a Consortium, Joint Venture or Association of Undertakings, criteria regarding turnover (1), three year experience (1), provable certified training (2) and minimum number of staff (3) above must be cumulatively met by all members.
3. It is noted that the corresponding certificates ( judicial solvency certificate (πιστοποιητικό δικαστικής φερεγγυότητας for the Greek companies ) or non-bankruptcy / non-liquidation certificate, etc.) issued by the competent authorities of the country in which the company is established must be submitted (along with such other supporting documents as may be requested) by the interim Contractor two (2) business days before the contract is signed, and must be effective as at the date the contract is signed. If no such certificates are issued in the relevant country, then the tenderer may submit instead a sworn statement or, if this is not provided for in the law, a solemn declaration executed before a judicial or administrative authority, a notary public or a competent professional body of the country of origin or provenance.
4. Where the Solemn Declarations referred to in this Call for Tenders are executed by Greek citizens, they shall essentially take the form referred to in Article 8 (2) of Law 1559/1986 and shall be submitted by the interested legal persons as follows, depending on their legal form: a) by the general partners and administrators (in case of general or limited partnerships); or b) by the administrators (in case of a limited liability company); or c) by the legal representative (in case of a Societe Anonyme) (e.g. the Managing Director), provided that the capacities of these persons are proven by a Board decision duly published in the Government Gazette.

**Article 14: Submission of Financial Offers**

- 14.1 The sealed sub-folder financial offer shall include the Tenderer's financial offer, executed as per the template set out in Annex I hereto on pain of inadmissibility. The Financial Tender Form must, on pain of disqualification, be thoroughly completed, both in numbers and in writing (as regards the total price offered), typed, signed by the Tenderer's legal representative with the stamp of the company (or of the members in the case of a consortium) on each page and it must not bear any corrections (deletions, crossings out, etc.).
- 14.2 The offered prices must be fully consistent with the terms of Tender, invariable and not subject to readjustment for any reason during the contract term or any extensions thereof.
- 14.3 If any miscalculations are identified on the Financial Offer, the Tender Committee shall correct such miscalculations and use the Tenderer's corrected financial offer to evaluate the Tenders.
- 14.4 The PPA competent team reserves the right to request clarifications or additional information about the above information, in which Tenderers are liable to meet that request within the deadline set by the PPA competent team to that effect.
- 14.5 The price will be quoted in Euro (with up to two decimal digits) per employee, 8-hour shift and specialty and it will apply to 8-hour shifts on a 24/7/365 basis. Any tender offers that fail to quote an accurate price shall be rejected as inadmissible according to PPA decision.
- 14.6 Each Candidate may only submit one financial offer.

**Article 15. Award of Contract - Contract Signature**

- 15.1 The award criterion of this tender is the most advantageous offer (Lowest value C) from a financial perspective, taking into account the technical evaluation and the accuracy and validity of the participation documents that were requested from, and submitted by the Tenderers.
- 15.2 The tender procedure shall be completed upon signing of the Contract, at which time the Contractor is liable to provide PPA with a Performance Bond, as described in article 11.
- 15.3 The Contractor shall be notified in writing of the award, by means of a notice.
- 15.4 It is noted at the present phase of the tender procedure that, once the Contractor receives notice of the award, it will be asked to sign the Contract within 15 business days by submitting:
  - i. Contractor's legalisation documents.
  - ii. A certified copy of the Contractor's joint venture agreement (only in case of a joint venture)
  - iii. An Insurance Certificate signed by the Insurance Company or the Insurance Broker in accordance with the provisions of article 20 paragraph 20.2. The Insurance Policy shall be submitted by the Contractor to PPA essentially within 30 days from Contract signature, along with proof of payment of the first premiums instalment.

iv. Any other documentation needed from PPA .

- 15.5 In any case, if the Contractor fails to appear for Contract signature within the applicable 15 business day deadline or is unable to present the supporting documents listed above within the time period specified above or to be set by PPA, PPA SA shall have a right to unilaterally cancel the award of the contract to the Contractor without cost and nominate the next lowest bidder as Contractor.

#### **Article 16. Terms of Payment**

The Contractor's fee is payable to the Contractor within 30 days after the invoice is issued in the case of confirmation by both parties to the number of dispatched workers in the current month.

The payment completion date will be the date PPA remits, not the day they receive.

The following documents must be submitted to PPA:

- a) An invoice for services rendered
- b) Monthly analysis of all employees, per day, specialty and shift (staff list per category of services/ shift daily and monthly in spreadsheet format and hardcopy).

#### **CHAPTER D**

##### **Article 17: Contractor's obligations - Miscellaneous**

The Interested Parties should be aware, among others, that the Contractor's obligations (as same are laid down herein) include (without limitation) the following:

- 17.1 The Contractor is liable to familiarise itself with the working conditions prevailing at the port installations and provide all staff to be offering services to PPA with adequate training. The Contractor represents and warrants to PPA SA that it possesses all necessary human resources, training on port installations, prior experience in services provided at port installations and qualifications (as same are thoroughly described herein) to provide the services effectively in thorough compliance with the terms hereof and the terms of the Service Agreement.
- 17.2 The Contractor shall designate a "Service Manager" to supervise the works assigned and monitor compliance with the terms hereof and the Service Agreement.
- 17.3 The contractor must ensure that the personnel made available to PPA for providing services has not been made available to another project of different contractor on the same day in order i. to be compliant with relevant legislation, ii. maintain health and safety of the personnel, iii maintain productivity of the personnel.
- 17.4 Throughout the term of the Service Agreement neither party thereto may solicit any staff or employees of the other party, save with the other party's prior written consent.
- 17.5 Throughout the term of the agreement, the Contractor is liable to confirm to PPA, by means of a solemn declaration, all training information (names, training title and/or subject, training hours) relating to any training that was supplied to all or part of its staff, if so requested for inspection purposes or for the purposes of any other PPA internal procedures.
- 17.6 The Contractor's staff shall undergo the internal training courses available by PPA in relation to the particular requirements of, and the services offered. Such training courses shall include a minimum 2.5-3-hour theoretical training (per specialty) as well as a minimum 5-week practical training (per specialty). The theoretical training courses shall be repeated on a regular basis as PPA's instructions. Training sessions will not be considered as shifts to be paid by PPA SA.
- 17.7 The Contractor commits to provide all of its workers with such personal protective equipment, tools (including, without limitation, steel/safety shoes, safety gloves, life jackets and helmets where necessary), and clothing as may be necessary to deliver the Services. Any equipment to be used by Contractor's workers shall meet all applicable national and EU standards. The Contractor undertakes responsibility for supplying, carrying out the maintenance of, and replacing any such equipment, to ensure the safety of employees and the unhindered delivery of the services throughout the term of the Service Agreement. The Contractor's equipment shall bear similar colours as that used by PPA, except that it will bear the Contractor's trade name. To verify Contractor's compliance with this requirement, PPA shall have a right to carry out regular inspections of Contractor's staff without notice.
- 17.8 The Contractor commits that its staff (a) will be in good physical status and (b) have basic knowledge of English as per the requirements of Annex IV.
- 17.9 The Contractor shall be exclusively and fully responsible for any damages which may be caused to PPA or third parties by intention or negligence of the Contractor or Contractor's employees.

- 17.10 The Contractor's staff shall to place / deliver back any lashing materials or equipment that was/were made available to them, at the appropriate locations.
- 17.11 PPA may demand the Contractor to remove from the installations any members of its staff who engaged in any form of misconduct (e.g. cause damages, fail to comply with instructions, engage in professional misconduct etc.).
- 17.12 Any vehicles, motorcycles or tricycles used at the installations shall be driven exclusively by experienced and properly trained persons lawfully licensed to that effect.
- 17.13 All machinery and equipment shall be operated exclusively by duly authorised, adequately experienced and properly trained persons and - where this is required by the law - exclusively by lawfully licensed persons. The Contractor shall be liable to ensure thorough compliance with these requirements and shall be exclusively responsible for any identified non-compliance.
- 17.14 Before any machinery or equipment is put into operation, the Contractor's operator/driver shall ensure that all necessary precautionary measures have been applied to prevent any safety risks which may potentially arise from the operation of such machinery or equipment.
- 17.15 The Contractor and its staff are liable to notify PPA without undue delay of any damages, accidents or other incidents occurring during each shift.
- 17.16 The Contractor's staff may be assigned multiple posts (as same are described herein) during a shift, in accordance with the instructions and directions and under supervision by the competent Operations Directors of Cruise and Logistics and PPA Supervisors / Foremen.
- 17.17 The provided services shall meet the highest professional standards and quality specifications throughout the term of the agreement.
- 17.18 The Contractor is liable to apply utmost business secrecy in respect of any PPA information and ensure that both itself and its staff are bound by confidentiality and that they are subject to the confidentiality requirements applicable under the new EU Regulation on data protection (GDPR 2016/679), as specified below in Article 23.
- 17.19 The Contractor is liable to cooperate with the staff of all competent PPA Departments (Cruise Terminal, Labour Operation and Logistics) and comply with their instructions and is responsible also for the removal / replacement of any of the staff, in case of non-adequate performance or unacceptable behaviour during the shift.
- 17.20 The Contractor is liable to possess all legal authorisations and permits necessary and comply with all labour laws and rules of health and safety at the workplace. The Contractor shall be exclusively responsible for ensuring compliance by all staff employed in this project with all applicable labour and social security regulations and requirements. PPA shall bear no staff-related costs (social security contributions, leaves, sickness leaves, benefits, indemnities etc.)
- 17.21 Any staff to be used by the Contractor for the supply of the Services shall be lawfully employed and legally declared to the competent social security organisations, as per the applicable Greek laws.
- 17.22 The Contractor shall be fully and exclusively responsible for ensuring compliance with all applicable labour / social security / tax laws (as in force from time to time), including for payment of any fees, salaries, indemnities of any kind (including remuneration for overtime work, night work, work on Sundays, work on holidays etc.), social security contributions and indemnities to all members of its staff. Moreover, the Contractor is liable to comply with all workplace health and safety rules applicable under the Greek law. Lastly, the Contractor is liable to attach to each monthly invoice for services rendered a cover letter certifying payment of all accrued remuneration to its employees.
- 17.23 The Contractor represents and warrants to PPA that all services, as same are described herein and in the Service Agreement to be executed and signed between the parties, shall be provided to PPA on a full-time, 24/7/365 basis, in order to ensure non-disrupted supply of the services by the Contractor to PPA SA at all times and the unfailing operation of the Car Terminal.
- 17.24 It is further noted that the Contractor shall be exclusively liable towards PPA or any third parties for any negligent acts or omissions committed by the Contractor's staff. In case the Contractor or any of its representatives, associates, employees or workers in general who are made available to PPA causes any damage to PPA or to third parties, the Contractor shall be liable to satisfy any claims and bear any costs arising from that cause and to hold PPA harmless in case the latter incurs any liability towards third parties.
- 17.25 The Contractor shall hold PPA harmless and fully indemnify PPA for any indemnification amount the latter may be forced to pay or any fines which may be imposed on it as a result of any negligent act or omission or other infringement of any applicable laws or regulations (including health and safety regulations) committed by the Contractor or its staff, as well as for any amount PPA may be forced to pay to third parties for any loss or damage caused to them as a result of any negligent or intentional act and/or omission of the Contractor or its staff. In

particular, the Contractor is liable to comply thoroughly with all terms and requirements of Law 4554/2018, as in force.

- 17.26 Before each shift begins, the Contractor shall provide PPA with a list of the employees who will provide service during the shift, in order for PPA to issue the necessary entry permits as per the PPA security requirements.
- 17.27 PPA has right to conduct spot checks on the qualifications of the personnel on duty.

#### **Article 18: Obligations of PPA SA**

- 18.1 There will be no contractual relationship between PPA SA and the Contractor's staff. None of the terms hereof may be construed otherwise.
- 18.2 PPA SA commits to keep utmost secrecy and confidentiality in relation to any information and data of the Tenderers which may come to its knowledge in the context of this Tender, insofar as such information is considered as confidential.
- 18.3 Regarding demand estimates, provisions of loading/ unloading regulation and vessels particularities during operation will be followed"

#### **Article 19: Confidential Information and Confidentiality in the Tender procedure and during Contract implementation for the Tenderers and the Contractor.**

- 19.1 In respect of all information to be submitted for evaluation by each Tenderer, the latter must have obtained a written consent of all natural persons whose personal data are submitted for evaluation in the context of this Tender, and must provide such persons with clear information about their rights as Data Subjects under the new EU Regulation on Data Protection (GDPR 2016/679).

#### **Article 20: Health, Safety and Insurance Matters**

- 20.1 The Contractor shall ensure that all staff it uses to perform its obligations shall strictly comply with general safety measures, including as follows (without limitation):
- i. All of Contractor's staff shall be thoroughly familiar with, and adequately trained in, the tasks assigned to them and all applicable Health and Safety procedures, including any emergency procedures (evacuation / first aid / fire safety procedures etc.).
  - ii. All works shall be carried out in such a manner as to eliminate all risk of damage to foreign property or third-party accidents.
  - iii. Loading/unloading vehicles shall be operated exclusively by authorised, experienced and trained persons and, where required by law, by persons legally licensed to that effect.
- 20.2 The Contractor is liable to conclude and maintain effective throughout the term of the Service Agreement insurance policies as follows:
- Insurance policies concluded with a Class A Insurer, providing coverage for civil liability of the Contractor and its staff towards third parties and PPA, throughout the term of the agreement, as well as employer liability coverage (Sections 297-298 and 914-932 CC ), as of the date the activity concerned begins, i.e.:
- Third Party Liability insurance coverage as well as coverage for professional liability towards third parties and PPA, arising from any acts or omissions of the Contractor or any staff to be used by the Contractor in the implementation of the Contract, as additional insureds, by way of coverage for any property damage, including damage to any assets that were conceded by the Hellenic Republic as part of the implementation of the Contract, with a minimum insurance value of 0.7 million Euros (EUR 700,000) per occurrence and as a minimum annual total.
  - Any exemptions shall apply exclusively to the detriment of the Contractor.
  - Covered risks shall essentially include risks arising from unlawful acts, as the latter are defined in Regulation (EC) 725/2004 para. II "International Code on enhancing Ship and Port Facility Security".
  - Insurance coverage for employer liability towards its staff arising from damage or harm caused to staff in the context of the implementation of the Contract, with a minimum insurance value of two hundred and fifty thousand Euros (EUR 250,000) per occurrence and as an annual total.
- 20.3 The Contractor shall deliver a copy of each insurance policy to PPA within thirty (30) days from contract signature.

**Article 21: Final Provisions**

21.1 This Call for Tenders and the Contract to be signed in the context hereof, shall be governed by Greek Law. Any dispute to arise shall be referred to the courts of Piraeus, Greece.

**Piraeus date, February 2022**

## ANNEX I - FINANCIAL OFFER TEMPLATE

Candidate details

Date: ...../...../2022

Financial offer for the provision of the following services:

- i. Mooring and unmooring of vessels
- ii. Loading/unloading of luggages
- iii. Handling of ship supplies;
- iv. use of machinery (i.e. clarks, /ifts, etc.), in case PPA I lacks to provide the personnel for its handling (i.e. operators);
- v. preparation works for vessels, passengers and cruise passenger terminals.
- vi. Provision of services at Logistics areas.

to be carried out by properly qualified staff, for the purpose of meeting the needs of i. cruise and Ferry and ii. Logistics area according to the provisions and requirements of the tender.

Specialty	Cost per shift (8 hours), € VAT not included	Weight %	
	<b>A</b>	<b>B</b>	<b>A x B</b>
Cruise and Logistics Worker Service per 1 Person		<b>80%</b>	
Clark operator Services per 1 Person		<b>20%</b>	
<b>C (Total)</b>			

### Terms

- i. Adjustment period is included in the offered price.
- ii. The offered prices include any third-party withholdings or other charges. The price net is binding throughout the validity of the offer.
- iii. We hereby certify fully and unconditionally the accuracy of our offer, which is valid for a period of one hundred twenty (120) days.
- iv. We have gained knowledge of, and unconditionally accept, the terms of the Call for Tenders including contractor's obligations (article 17).

On behalf of .....

The TENDERER  
SIGNATURE

(STAMP)