



**CALL OF TENDER FOR THE PROVISION OF  
SERVICES FOR THE**

**“REPLACEMENT AND LUBRICATION OF THE  
MAIN TROLLEYS AND CATENARY TROLLEYS WIRE  
ROPES ON 4 SUPER POST PANAMAX CRANES”**

**Piraeus, Greece  
April 2025**

## TABLE OF CONTENTS

1.	INTRODUCTION .....	3
2.	SCOPE OF WORK .....	3
3.	ELIGIBILITY CRITERIA .....	3
4.	AWARD CRITERION.....	3
5.	NON DISCLOSURE AGREEMENT (N.D.A.).....	3
6.	GUARANTEES .....	4
7.	OFFER SUBMISSION.....	5
8.	PARTICIPATION DOCUMENTS AND TECHNICAL OFFER.....	6
9.	FINANCIAL OFFER .....	6
10.	SERVICE DURATION .....	6
11.	INFORMATION TO CANDIDATES .....	7
12.	INSURANCE .....	7
13.	AWARD – SIGNING OF THE CONTRACT.....	7
14.	PAYMENT TERMS .....	8
15.	RIGHT TO UNILATERALLY TERMINATE THE CONTRACT .....	8
	GENERAL TERMS AND CONDITIONS .....	9
	ANNEX A: FINANCIAL PROPOSAL SUBMISSION FORMS .....	11
	ANNEX B: FORM OF TENDER PARTICIPATION BANK GUARANTEE LETTER .....	12

## 1. INTRODUCTION

Piraeus Port Authority S.A. is interested in proceeding with the provision of Services for the “REPLACEMENT AND LUBRICATION OF THE MAIN TROLLEYS AND CATENARY TROLLEYS WIRE ROPES ON 4 SUPER POST PANAMAX CRANES”.

## 2. SCOPE OF WORK

The scope of work for this invitation is the replacement and lubrication of the main trolleys' and catenary trolleys' wire ropes on 4 Super Post Panamax Cranes according to the relevant technical specifications.

## 3. ELIGIBILITY CRITERIA

Eligible candidates to participate in this tender are legal entities holding a valid business license relevant to the scope of the invitation. The candidate is required to provide details of their previous experience in executing similar works in “replacement and lubrication of trolleys & Catenary wire ropes on Quay Cranes.

## 4. AWARD CRITERION

Award criterion is the lowest Total offered price. Candidates must fully meet the technical criteria of the project as detailed in the present invitation and the respective annexes.

## 5. NON DISCLOSURE AGREEMENT (N.D.A.)

Following a written application / request within five (5) calendar days from the publication date of the tender and after requesting and submitting to PPA S.A. a non-disclosure agreement (NDA), the interested candidates will receive the following documents and drawings:

Document number	Document Name
J392A0000	General Arrangement
J392A0400	Trolley Drive Mechanism
J392A2100	Main Trolley Rope Reeving
J392A2200	Catenary Trolley Rope Reeving
J392A2204	Landside Catenary Trolley
J392A2205	Seaside Catenary Trolley
J392A3000	Machinery Room
Instruction Manual - Rope Reeving & Replacement Procedure	

All Candidates are requested to read very carefully the technical information and should have an onsite visit to the cranes to gain knowledge of the project.

## **6. GUARANTEES**

### **Participation Guarantee**

For valid participation in the competition, the candidates must submit participation guarantee letter, amounting to the amount of **2,000.00 Euros** as per Annex B. The letters of guarantee must state the name of the tendering legal entity (company) or the title of the Consortium, the title of the project for which the guarantee is given, a clear waiver by the guarantor of the objection of encumbrance up to the above amount and an unconditional promise to pay the amount of the guarantee, without any objection or objection, within five (5) working days at the most from the relevant notification. The guarantee letters of participation have a validity period greater than or equal to six (6) months, from the date of the tender. The guarantee of participation in the tender is forfeited if the tenderer withdraws his offer during its validity, provides false data or information regarding the reasons for exclusion, does not present the supporting documents in time or does not come in time for the signing of the contract. The Participation Guarantee Letter will be returned: (a) to the Contractor by presenting the Performance Guarantee Letter and signing the contract, (b) to the Candidates within ten (10) days after the signing of the contract.

In the case of an association of candidates, the participation guarantee also includes the condition that the guarantee covers the obligations of all candidates participating in the association.

### **Good Performance Guarantee**

A Good Performance Letter of Guarantee for the proper service implementation of agreed terms upon signing the Contract is required. The Good Performance Guarantee Letter must be issued in accordance with the template of Annex C of this Invitation by an Eligible Bank in favor of PPA for an amount equal to **10 %** of the contractual amount VAT excluded.

The Good Performance guarantee will be returned upon contract's duration expiration and the signature of the final acceptance protocol by PPA. The Good performance guarantee will be valid for a period of nine (9) months from the date of contract signing

The guarantees required (participation, good performance) for this tender procedure may be in one of the following forms:

Letters of Guarantee in accordance to Annexes B, C,

Deposit to PPA (to one of the following PPA bank accounts) as a guarantee of the respective amount of money.

<b>FINANCIAL INSTITUTION</b>	<b>BANK ACCOUNT (IBAN)</b>
<b>ΕΘΝΙΚΗ (NBG) BANK</b>	GR1501101900000019050500651
<b>ALPHA BANK</b>	GR7101401250125002320006462
<b>EUROBANK</b>	GR4902600250000440201113841

## **7. OFFER SUBMISSION**

Interested candidates are invited to submit their offers, in a sealed envelope, until **09.05.2025**, 15:00 Greece Time as follows:

A) in person at office 209 (Procurement Department) at the following address:

Piraeus Port Authority S.A.

Procurement Department

10 Akti Miaouli, 185 38, Piraeus.

B) by post to the above address by the above deadline.

Candidates must submit their offer as a folder named **“OFFER FOR THE REPLACEMENT AND LUBRICATION OF THE MAIN TROLLEYS AND CATENARY TROLLEYS WIRE ROPES ON 4 SUPER POST PANAMAX CRANES”** containing the following:

One subfolder named **“PARTICIPATION DOCUMENTS AND TECHNICAL OFFER”**, containing the documents according to art.8. A USB memory stick containing all the participation documents in pdf format of the folder will also be provided within.

One subfolder named **“FINANCIAL OFFER”** the financial offer filled and signed by the Legal representative of the candidate.

Offers are valid and binding upon the candidates for three calendar (3) months from the submission deadline. Participants are advised that they may be requested to extend the validity of their offers by a further of two (2) months.

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

- If any information provided by the participant is found to be incorrect.
- If a participant fails to verify any information provided in the proposal in response to PPA’s request.
- If minimum requirements are not met.

Interested candidates may receive additional information or clarifications concerning the

present Tender, by submitting questions up to **3 days (included)** before the expiry of the time limit for the submission of offers in writing to PPA Procurement Department by e-mail to [procurement@olp.gr](mailto:procurement@olp.gr)

After the expiry of the above time limit, no other communication or request for clarification as to any terms may be acceptable. Written responses by PPA S.A. are notified to all interested parties until two (2) working days before the expiry of the time limit for the submission of offers.

## **8. PARTICIPATION DOCUMENTS AND TECHNICAL OFFER**

Within the technical offer the following must be included (ON/OFF documentation for the fulfillment of the ON/OFF criteria):

1. General Certificate from Hellenic Business Registry (GEMI)
2. Detailed Certificate of Representation from Hellenic Business Registry (GEMI)
3. Certificate from the relevant Chamber, certifying the registration of the business and its specific profession in relation to the present invitation.
4. Participation Letter of Guarantee
5. A list of relevant works in replacement and lubrication of trolleys wire ropes carried out on Quay cranes with a contractual value of more than 10.000,00€ each in the last five years, accompanied by certificates of proper execution and completion issued by the client. The information to be provided shall include the client's name, scope of work, budget, and time of completion.
6. Technical description of the services to be executed.
7. A list of the machinery and technical equipment available to the candidate for the execution of the services.
8. A Solemn Declaration of the Tenderer's legal representative (Under Law v.1599/86) stating that all certificates, evidence of experience, confirmation or other supporting documents included in the tender offer 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.
9. Solemn declaration of the Tenderer's legal representative (Under Law v.1599/86) stating that: the candidate has been informed and is fully aware of the present document, the technical specifications, and fully accepts them.

## **9. FINANCIAL OFFER**

Participants are requested to submit a financial offer as shown in Annex A. All prices should be stated in euros excluding VAT.

## **10. SERVICE DURATION**

The contractor will be established on-site at least seven days after the contract signing.

The wire rope replacement duration for each crane must not exceed:

- 3 days for the main trolley
- 4 days for the catenary trolleys (or 2 days for the replacement of each wirerope pair)
- 1 day for the preparation of each crane.

The contractor will be notified at least two days in advance of each wire rope replacement.

#### **11. INFORMATION TO CANDIDATES**

Wire ropes and lubricants required for each wire rope replacement will be provided by PPA.

Additionally, two motor-driven cable reels and some special tooling will also be supplied.

The winning bidder will be responsible for all necessary preparations on the crane and prior to the commencement of any replacement work.

All interested parties may visit PPA S.A. premises at Container Terminal I to clarify any technical or procedural queries prior to submitting their quotations.

#### **12. INSURANCE**

The winning bidder upon contract signature will submit a certificate of insurance and within ten days from contract signature will submit the relevant insurance policy/contract for:

*A) Third Party Liability:*

250.000,00 € against bodily injuries per person.

500.000,00 € cumulatively, against any and all material damages per accident or sequence of accidents, by the same cause, arising out of these works to PPA, as part of the activities and duties hereby undertaken by the winning bidder, in accordance with the terms and provisions that will be in the relevant agreement between the two parties.

1.000.000,00 € against group accident, upper contract limit during works execution.

*B) Employers Liability:*

for the Contractor's personnel, as well as for any subcontractor's personnel employed during project's execution and third-party liability amounting to:

250.000,00€ per person and group accident per incident.

500.000,00€ upper coverage limit for employer's liability. In the relevant insurance agreement, both PPA SA and the Greek state must be co - insured.

#### **13. AWARD – SIGNING OF THE CONTRACT.**

The tender procedure is completed with the issuance of the decision to award the contractor by the competent body of PPA SA.

The Contractor, after the awarding of the service, which is notified in writing or via email, must

within 3 days, send the written acceptance of the assignment (or via email) and within ten (10) calendar days from its receipt, must submit to PPA SA the following supporting documents:

- a) proof of legal representation, a relevant certificate of valid representation, which must have been issued up to thirty (30) working days prior to its submission.
- b) “Single Certificate of Judicial Solvency”, which certifies that they are not bankrupt, in bankruptcy composition, in compulsory administration, have not been subject to a reorganization procedure, and that the legal entity has not been placed under liquidation by court decision. This certificate is issued by the competent court of first instance of the seat of the economic operator.

In the case of a Consortium, the agreement establishing the Consortium and the authorization of all members of the Consortium to its legal representative for the Consortium’s participation in the Tender and the submission of a bid are submitted. In the case of a bid submitted by a Consortium, the above supporting documents are submitted separately by each member of the Consortium.

#### **14. PAYMENT TERMS**

The contractor is required to issue an invoice following the completion of each wire rope set (4 for each crane) replacement and after the final acceptance from PPA's acceptance committee for each replacement. Payment will be processed within 2 months from the date of invoicing. Required Documentation consists of:

1. Invoice to PPA SA
2. PPA certificate of acceptance for the respective service delivery.

#### **15. RIGHT TO UNILATERALLY TERMINATE THE CONTRACT**

The Contractor shall be subject to compulsory exclusion from the contract, along with forfeiture of any associated rights, in the event of failure to fulfill its contractual obligations and/or non-compliance with the relevant written instructions issued by PPA. Such instructions must be in accordance with the contract and applicable legal provisions and must be executed within the agreed timeframe.

Exclusion shall be determined by a formal decision of the competent authority, following an opinion from the relevant advisory body. Prior to the issuance of such a decision, the Contractor shall be given the opportunity to present explanations. In the case of exclusion, the Contractor shall be subject to the total forfeiture of the performance guarantee for the proper execution of the contract.

However, exclusion shall not be enforced in cases where the failure to perform arises due to

the fault of PPA or in instances of force majeure.

### **GENERAL TERMS AND CONDITIONS**

1. This Tender is expressly not a Contract between PPA and the Candidate, or an offer to Contract.
2. Nothing in this tender, any Proposal, or any conduct or statement made before or after the issue of this tender 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.
3. PPA reserves the right to postpone, adjourn or cancel the Tender, as well as to amend the timetable 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 from 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.
4. PPA reserves the right to enter into competitive negotiations with all successful Participants after the Evaluation process and before concluding the Contract.
5. The Contract will be governed by and construed in accordance with the Laws of Greece. Disputes, if any, arising out of the performance of the Contract will fall within the jurisdiction of the Courts of Piraeus.
6. The Contract and all written communication between the parties will be in the Greek and/or English language.
7. All applicable regulations and standards (Greek, European Union) should be complied with.
8. 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 it may be required by Law.
9. 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.
10. The Participants are prohibited to form alliances or exchanging information in the tender process, so as to damage the interest of PPA and also exclude the participation of other

bidders.

11. This Tender as well as the Contract to be signed, is governed by Greek Law. The competent courts for the resolution of any disputes concerning this Competition in its entirety are the Courts of Piraeus.

**ANNEX A: FINANCIAL PROPOSAL SUBMISSION FORMS**

No.	Description	Unit	Quantity	Unit Price €	Total Price €
1	Main Trolley Wire Ropes Replacement & Lubrication	PCs	4		
2	Catenary Trolleys' Wire Ropes Replacement & Lubrication	PCs	4		
				Σύνολο / Total : €	
				ΦΠΑ / Vat 24% : €	
				Grand Total : €	

We hereby certify fully and unconditionally the accuracy of our offer, which is valid for a period of three (3) months.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



## ANNEX B: FORM OF TENDER PARTICIPATION BANK GUARANTEE LETTER

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

10, Akti Miaouli

185 38, Piraeus Greece

Date: .....

Dear Sirs,

1. We have been advised that:

a)[Full Name], a [Type of Entity], lawfully established under the laws of [jurisdiction], with registered offices at [Full Address of Registered Office], registration number [number of corporations' or similar register], as lawfully represented (the "Candidate") intends to submit a binding offer (the "Offer"), in response to a document entitled **"REPLACEMENT AND LUBRICATION OF THE MAIN TROLLEYS AND CATENARY TROLLEYS WIRE ROPES ON 4 SUPER POST PANAMAX"**, issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated ..... (The "Call"). Capitalised terms not defined herein shall be used as defined in the Call.

2. We have been advised that the obligations of Candidates regarding their participation in the tender process are several and accept to be bound by and to honour this letter of guarantee whether or not a call on this instrument results from the act or omission of any of the persons named at the beginning of paragraph 3 below.

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

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

5. We hereby expressly and irrevocably waive the benefit of division and discussion, our right to invoke any of the objections of the prime obligor, including personal and non-personal objections and, in particular, any objection provided for under Articles 852-855, 862-863, 866, 867 and 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles.

6. No approval, act or consent on the part of any of the Candidates, the applicant(s) hereof or any third party shall be required for payment of any amounts hereunder. In addition, no objection or disagreement of any of the foregoing persons or their eventual recourse to courts of any jurisdiction or arbitral tribunals seeking non-forfeiture of this letter of guarantee shall be taken into consideration.

7. Subject to paragraph 8 below, this letter of guarantee is of ..... duration and in any case shall remain in full force and effect until the earlier of: (a) the date on which all amounts available hereunder have been fully and actually drawn and paid to you; (b) upon receipt of your confirmation in writing or by authenticated SWIFT to the effect that you finally and irrevocably release us from any obligations hereunder.

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

Respectfully,

For [Eligible Bank]

[Authorized Signatures]



## **ANNEX C: FORM OF GOOD PERFORMANCE BANK GUARANTEE**

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

10, Akti Miaouli

185 38, Piraeus Greece

Date: .....

Dear Sirs,

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

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

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

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

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

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

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

Respectfully,

For [Eligible Bank]

[Authorized Signatures]