

Piraeus, 19/01/2026

Clarifications (Part 2)

Q1: Does the required tender guarantee of 2% apply per LOT or to the total tender budget?

A1: It is clarified that the Tender Guarantee 2% is for the total equipment per LOT.

Q2: Does the same approach apply to the 10% performance guarantee (i.e., calculated per LOT awarded)?




A2: It is clarified that the 10% performance guarantee calculated per LOT awarded contract value.

Q3: What types of guarantees are acceptable under the tender requirements?

A3: Annexes Templates are included herein in the concluding part of the document.

Candidates shall provide either:

- a. A tender Participation Letter Bank Guarantee (ANNEX I) issued by an Eligible Bank with validity period of six (6) months; or
- b. proof of deposit/ transfer to one of the below PPA bank accounts

 <p>ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ</p>	<u>GR150110190000019050500651</u>
 <p>ALPHA BANK</p>	<u>GR7101401250125002320006462</u>
 <p>Eurobank</p>	<u>GR4902600250000440201113841</u>

The Participation bank guarantee will be returned:

- (a) to the Contractor upon submission of the good performance letter of guarantee and

(b) to unsuccessful candidates within two (2) months of the tender procedure being completed that is after contract signature.

For the signing of the contract, a good Performance Guarantee letter is required in accordance with the template of Annex II attached herein, amounting to 10% of the awarded contract value, excluding VAT, valid until two (2) months after the expiration of the contract. Failure to submit within 10 days of receiving the countersigned Agreement renders the award void and PPA may proceed with the next ranked Candidate.

Q4: In the case of a bank guarantee, could you please provide a draft/ template of the required bank guarantee?

A4: Please refer to Answer 3.

Q5: If an offer exceeds the allocated budget, will it be reviewed or automatically rejected?

A5: Yes, it is automatically rejected because the tender is about of an Interreg Euro-MED project with a specific budget.

Q6: The tender guarantee should be 2% of the total equipment budget. In case an offer exceeds the budget, should the guarantee be calculated as 2% of the offered amount or 2% of the budgeted amount?

A6: As above in case an offer exceeds the budget is automatically rejected.

Q7: The guarantee will be issued by the Consignment Deposits and Loans Fund (Ταμείο Παρακαταθηκών και Δανείων). As this Authority does not issue guarantees in English, would a guarantee issued in Greek be acceptable?

A7: Yes, it will be acceptable.

Q8: The Solemn Declaration of Law 1599/1986 be accepted in Greek

A8: Yes, the Solemn Declaration of Law 1599/1986 will be accepted in Greek as well.

APPENDICES

ANNEX I - PARTICIPATION BANK GUARANTEE LETTER TEMPLATE

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 "", 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 three (3) 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 indefinite duration and in any case shall remain in full force and effect until the earlier of: (a) the date on which all amounts available hereunder

have been fully and actually drawn and paid to you; (b) upon receipt of your confirmation in writing or by authenticated SWIFT to the effect that you finally and irrevocably release us from any obligations hereunder.

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

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

ANNEX II - GOOD PERFORMANCE GUARANTEE LETTER TEMPLATE

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 favor 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: **"CALL FOR TENDER** **OF PPA S.A."**, 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 correspondence 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 or 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 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 or special courier is in our possession at our counters in [.....].

4. This letter of guarantee shall be of indefinite duration and shall remain in full force until after the fulfilment and implementation of all contractual obligations of the project 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.

Upon return, we shall be automatically released and discharged from all our liabilities under this guarantee 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]