

PIRAEUS PORT AUTHORITY S.A.

PPA S.A.

**CALL FOR EXPRESSIONS OF INTEREST
FOR THE CONTRACTOR SELECTION TO BUILD THE PROJECT OF
THE MANDATORY INVESTMENT:**

**M.E.11B:” IMPROVEMENT INFRASTRUCTURE OF SHIP REPAIR
ZONE (INCL. FLOATING DOCKS)- PHASE B**

THE “PIRAEUS PORT AUTHORITY”

invites

Interested Enterprises to participate to the Tender Procedure to choose a Contractor to build the project ME11B:

- Improvement Infrastructure of Ship repair Zone (incl. floating docks)- Phase B

Tender budget € 22.944.901,67 € (VAT excl.)

PIRAEUS

July 2020

The present document is unofficial English translation for reference only. The Greek text prevails and is binding in the event of a dispute.

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CHAPTER I

Article 1:Definitions

- 1.1 **Contractor** means a contracting enterprise or joint venture or grouping or contracting enterprises selected by PPA to carry out the Project, which enters into a contract on the matter with PPA.
- 1.2 **"Independent Engineer" or "IE"** means the company to which PPA has assigned the independent engineer duties referred in the Concession Agreement, which provides relevant services in accordance with the provisions of the service agreement between them.
- 1.3 **"Acceptable Institutions"** , means a credit or financial institution or insurance company within meaning of Article 14(1)(b) or (c) of Law 4364/2016 operating lawfully in an EU, EEA or OECD or Financial Action Task Force (FATF) country, which in accordance with the applicable provisions have such a right, or in a country with a credit rating for long-term investments of at least A- (or equivalent) or higher from at least any two of the rating's agencies Moody's, Standard & Poor's or Fitch. Also ETAA - TSMEDE Fund is considered as acceptable Institution.
- 1.4 **"Decision-maker"** means the competent body of PPA S.A.
- 1.5 **"Competent Projects Department" or "CPD"** means the Projects Department of PPA (assisted by its Technical Advisors)
- 1.6 **"Tender procedure"** means this tender procedure conducted in one stage.
- 1.7 **"Candidate" or "Tenderer"** means any Contracting Enterprise or Joint Venture or Group of Contracting Enterprises participating in the tender procedure which submits a tender.
- 1.8 **"Project Manager and Designer" or "PMD"** means the technical advisor of PPA, to whom PPA has assigned the task of (a) preparing the Project technical studies and (b) supporting the Competent Projects Department in managing the Project, in accordance with the terms of the service agreement between them.
- 1.9 **"Performance Bond"** has the meaning attributed to it in article 14 hereof.
- 1.10 **"Participation Bond"** has the meaning attributed to it in article 14 hereof.
- 1.11 **"Interested party"** means the Contracting Enterprise or Joint Venture or Grouping of Contracting Enterprises which intends to take part in the tender procedure by submitting an expression of interest.
- 1.12 **"Project"** means the technical project described in detail in [Chapter II](#) of this Invitation notice and elaborated on in the other contract documents.

- 1.13 **"Project Owner"** or "Company" means the company with the corporate name Piraeus Port Authority S.A. (PPA).
- 1.14 **"Tender Committee" or "Committee"** means the PPA Tender Evaluation Committee which consists of senior company executives and was established in accordance with the terms in CEO decision No. 1134/9.11.2017.
- 1.15 **"Call for expressions of interest"** means this call for expressions of interest.
- 1.16 **"Tender budget" or "Budget"** means the total amount stated in the Project Budget (VAT excl.)(para. 4.2.vi hereof).
- 1.17 **"Contract"** means the Project Construction Agreement to be entered into with the Contractor.
- 1.18 **"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.
- 1.19 **"Specifications Consultant and Supervisor" or "SCS"** means the technical advisor of PPA responsible for drafting the specifications and for qualitative supervision and qualitative acceptance of PPA construction works, in accordance with the provisions of the service agreement between them.
- 1.20 **"Tender documents"** means this call for expressions of interest and the documents referred to in article 4.2, which will be provided to the candidates during the tender procedure, according to article 3.2.
- 1.21 **"Technical Advisors"** means the PMD and SCS, as defined above.

Article 2: Provision of clarifications / deadline for submitting expressions of interest

- 2.1 Approval to put the project out to tender was given by Decision No. 201/10.08.2020 of PPA's Management Decision.
- 2.2 Interested parties can submit any questions / clarifications concerning the call for expressions of interest to one of the following email addresses: shipyardupgrade@olp.gr, procurement@olp.gr. If requested in good time, and in all events no later than eight (8) 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 six (6) working days before the last date for submitting the offer.

If it is not possible to provide the said clarifications in time, the Project Owner may but is not obliged to extend the deadline for submitting expressions of interest for a reasonable period.

In all events, the Project Owner may but is not obliged to extend the deadline for submitting expressions of interest where:

- a) a request for clarifications is submitted, which in the Company's view is important for shaping the expression of interest or
- b) it is the 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.

- 2.3 The last date for Interested Parties submitting their offers in accordance with the terms hereof is **Friday, 4 September 2020 at 14:00 hours**, and the relevant dossiers must be submitted by Interested Parties to the PPA protocol office (10 Akti Miaouli Str., Piraeus, Office 212). After that deadline elapses, no dossier will be accepted by PPA.

Article 3: Tender procedure

- 3.1 The contract award procedure is a prequalification procedure conducted in one (1) stage:
- 3.2 The Candidates will receive:
 - i. The Special Conditions of Contract.
 - ii. The Technical Specifications.
 - iii. The Project Technical Description.
 - iv. The Design price list - detailed description of items.
 - v. The project tender budget.
 - vi. The Financial Tender Form.
 - vii. Approved designs/studies prepared by the PMD.

following their written application/ request within ten (10) days from the publication date of the tender and after submitting to PPA SA Signed Non Disclosure Declaration according to attachment V.

- 3.3 In case less than three candidate's offers fulfil tender criteria in order for their financial proposals to be unsealed, then, PPA reserves the right to cancel the procedure by declaring it as non-successful.
- 3.4 After the tender's cancellation, negotiation procedure can take place without having unsealed the initial submitted financial offers. In that case, the Company retains the right to negotiate with the participants who fulfil the minimum requirements of articles 16 & 17, provided that they have submitted a valid Participation Letter of Guarantee. During

negotiation procedure PPA will request from the above-mentioned candidates to submit in a sealed envelope (not through email) improved offer within three (3) working days without altering any of the technical/ quality/ specifications of the already submitted offers. In the case that the above mentioned "improved" financial offer is higher than the initial it will be rejected.

- 3.5 On the date set the Committee will, at a closed session, unseal the external folders of the candidates' offers. After this, the Committee will proceed in closed sessions with the evaluation of the offers, by unsealing the participation documents' folders, according to the provisions of the article 18 and will record the content thereof in a report.

The Committee will then prepare and submit for approval to the competent decision body a report with the participation documents evaluation results.

- 3.6 On the communicated date the Committee will, at a closed session, unseal the folders of the financial proposals of the successful candidates that are included in the temporary table as far as concerns the participation documents according to the above mentioned evaluation report. After this, the Committee will proceed in closed sessions with the evaluation of the financial proposals, according to the provisions of the articles 12 &13 and will record the content thereof in a report.

The Committee will then prepare and submit for approval to the competent decision body a report with the financial proposals' evaluation results.

- 3.7 The candidate who is first in the ranking shall from that moment become Temporary Contractor until the contract is signed and the procedures specified in Article 19 are completed, at which time he will become Project Contractor.

- 3.8 Due to the exceptionally tight timeframes for implementing the mandatory PPA investment programme, specified in the Concession Agreement, decisions of the Project Owner are final and no protests or objections submitted in relation to them will be taken into account by the Project Owner. The award decision will be sent to the Contractor selected using any appropriate means.

Article 4: Tender documents

- 4.1 The tender procedure 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 of 24 June 2016 ratified by Article 1 of that Law, together with its annexes, which agreement was entered into between the Hellenic Republic and PPA, under which the Hellenic Republic granted PPA the exclusive right to hold, use, manage, maintain, improve and exploit the assets conceded to it, in accordance with the terms of the agreement and

- ii. The applicable PPA S.A. Contracts and Sub concessions regulations and
 - iii. The procedures and terms outlined in the Tender Documents.
- 4.2 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:
- i. The present Call for Tender
 - ii. The Special Conditions of Contract.
 - iii. The Technical Specifications.
 - iv. The Project Technical Description.
 - v. The Design price list - detailed description of items.
 - vi. The project tender budget.
 - vii. The Financial Tender Form.
 - viii. Approved designs/studies prepared by the PMD.
- 4.3 Moreover, Interested Parties must be aware that in addition to the above documents which have contractual effect, and the contract to be entered into with the Contractor, the following documents also have contractual effect:
- (i) The Eurocodes (EC) on the basis of which the technical studies/designs were prepared (EC1, EC2, EC3, EC7, EC8),
 - (ii) The Standard Technical Specifications (STS) issued by the Ministry of the Environment, Planning & Public Works (or the Ministry of Public Works)
 - (iii) The Standards of Greek Standards Organization (ELOT).
 - (iv) Any other standard, requirement, specification or technical instruction referred to in the Concession Agreement, which the Contractor is obliged to take into account and to follow when carrying out construction work.

Article 5: Language of the procedure

- 5.1 The languages of the procedure are Greek and English and all information and all documents from the Contractor to the Project Owner and its Technical Advisors shall be drawn up either in Greek or in English, or accompanied by a lawful Greek or English translation.
- 5.2 Moreover, all written and oral arrangements between the tenderers and the PPA Tender Committee shall also be in either Greek or English.
- 5.3 PPA SA will provide unofficial English translation of all the documents of the tender for reference only. The Greek texts prevail and they are binding in the event of a dispute.

Article 6: Taxes, customs duties, etc. - Payment of the Contractor

- 6.1 All overheads, Contractor benefit (18%), etc. and taxes, customs duties, etc. must be included in the offer. VAT shall be paid by the Project Owner.
- 6.2 A 5% advance payment on the total contractual value excluding VAT shall be paid to the Contractor within thirty (30) from signing of the relevant contract and the site installation of the Contractor to the Project. The advance shall be depreciated in accordance with Article 14.8.
- 6.3 Payments shall be made each month after detailed quantity surveys are prepared by the Contractor and approved by the Project Manager and Designer and in all events after the Competent Projects Department provides approval. The contractual consideration is payable in Euro.

Article 7 : Content of the Participation Folder

- 7.1 The tenderers' offer must include inside, two (2) sealed folders as follows:
 - i. Participation documentation folder which will include the participation letter of guarantee of article 14.4, all participation documents referred to in [Article 18](#) of this Call and also an electronic copy of the entire participation documents (in pdf format). Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.
 - ii. Financial offer folder (by filling in the financial offer document) and also an electronic copy (in pdf format) and in excel format. Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.

Important Notes:

- a) In case of a joint venture or grouping of Contracting Enterprises, a statement or even a private agreement signed by the legal representatives of the members must be submitted for their intention to set up the Consortium. The participation percentages of the joint members as defined in Article 18.i.C.(ii) shall also be stated.
 - b) All pages of the original dossier to be clearly and consecutively numbered (i.e 1 - xxx) and the electronic version to be scanned with the same numbering.
- 7.2 The Committee reserves the right to contact any Public Authority or Body in order to request clarifications about information submitted and to supplement it and Candidates are obliged to respond to that request within the deadline specified by the Committee.
- 7.3 The Committee and PPA reserves 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 in that regard authorities.
- 7.4 Comments, conditions, terms or reservations which are entered shall be treated as reservations to the terms of this tender procedure and shall result in the tenderer who entered them being disqualified.

Article 8. Suspension – Cancellation of Tender Procedure

- 8.1 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.
- 8.2 Where the procedure is postponed, repeated or cancelled, offers which have already been submitted will be returned to the Candidates upon written request. If candidates do not come forward within the deadline specified by the Committee, the tenders will be destroyed.
- 8.3 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.

Article 9: Presumption resulting from the participation in the procedure

- 9.1 Submission of an offer in the tender procedure will constitute a presumption that each candidate has full knowledge of the present invitation and of all its terms and of all the Tender Documents and information and is fully aware of the project implementation conditions. In particular, the candidates are obliged to fully apprise themselves of all project implementation conditions including all those specified in this

Article and consequently submission of a tender in the tender procedure shall be a presumption that:

- (i) They have checked, are aware of and accept all technical and local conditions at the project and in particular the Piraeus area.
 - (ii) The interested parties will be invited and if they want they will visit the site during the tender period at such time as Employer notifies in writing. Regardless the above site visits the Tenderer acknowledges that all necessary local and independent assessments have been made of the physical and environmental conditions and has obtained its own information on all matters and things that may in any way influence the Tenderer in submitting a financial offer and in completing the project per contract's conditions.
 - (iii) They have also examined, know and accept the approved diagrams and drawings in the project design, and other contracting information included in the tender procedure dossier, which forms the basis of their tender in accordance with the above (see Article 4.2).
 - (iv) They have checked and are aware of the conditions and restrictions on navigation in the wider area.
 - (v) the Candidates fully and unreservedly guarantee the accuracy of the project budget which is submitted along with their financial tender and with the contract to be signed, **the Contractor must expressly waive any right to rely upon or request any adjustment in its fee for any reason.**
 - (vi) Moreover, the Candidates unreservedly accept that if chosen as Contractor they will unreservedly undertake to carry out all work and in general to perform the project in full compliance with all terms, designs, studies, etc. and the project implementation schedule specified in the call for expressions of interest in Article 11.1 below.
- 9.2 Any failure by the Candidate to be informed about all the above issues and requirements using all information possible, is at its own exclusive responsibility and shall not release it from liability and its obligation to comply in full with its contractual obligations if chosen as the Contractor for the Project.
- 9.3 Candidates, under no circumstances, are entitled to any remuneration for expenses incurred relating to the compilation and submission of information mentioned herein, such as tender dossiers, etc.

CHAPTER II

Article 10: Title, Location, Description and Key Features of the Project

10.1 Project Title:

Construction project of Mandatory Enhancement 11B as below:

“Improvement Infrastructure of Ship repair Zone (incl. floating docks)-
Phase B `

10.2 Project implementation location:

Perama Ship repair Zone, Perama, Attica.

10.3 Brief description and key features of the project:

The current project, as derived in the Technical Description, refers to the upgrading of the existing marine infrastructure, the construction of new E/M installations, The works are summarized below:

- *Upgrade of the existing quay walls of the foreman's fronts (D'E ' , E'ST', F'Z), the southern fronts (C'D 'and Z'Z1'H') and part of the eastern front of the eastern Pier I (B1'C).*
- *Reconstruction of the superstructures of the above quay walls.*
- *Reconstruction of type A100 rails for the installation of two (2) new cranes in the current phase and in addition two more (2) in the near future, type Jib Cranes on the planned fronts (west side of Pier I (D'E ') and east side Pier II, (ST'Z ').*
- *Reconstruction of floors in a specific area of the shipbuilding and repair zone.*
- *Construction of a surface rainwater collection network and rainwater runoff from the railway vessels.*
- *Construction of two new Substation buildings (No.3 and No.4) and a Pumping Station.*
- *Upgrading the existing and installing new E / M networks, equipment and infrastructure.*

It is pointed out that no works are foreseen and performed in the northeastern area of East Pier I, within the area which has been granted by PPA SA to subcontractors and is fenced, is in full operation, in which there is equipment, machinery, construction materials, container and temporary installations, as shown in drawing ME11-B-FIN-GEN-PMD-DWG-002. The dimensions of this area are approximately 52.30m x 150.02m surface 7772m² and is defined in the general layout plan with the elements B1'- B2-Y1-Y-Φ-X-X-Ω-A'-B '- B1

Article 11: Deadline for Implementing the Project - Breach of Project Implementation Terms - Penalties

11.1 Construction period:

Construction of the project will last a max. seven hundred and twenty (720) calendar days from the date the contract is signed, as set out in the contractual schedule. It is underlined that the implementation time schedule of the Project and the areas to be delivered to the contractor for the works execution will be directly connected and depended to the Pier I Operations schedule as well as the time schedule regarding the repair of the eight RMG cranes of Pier I. The contractor is obliged to adapt the works time schedule implementation based on the above considering at the same time the timely completion of the Project in total.

11.2 The Project Owner is entitled to terminate the contract where that deadline expires in accordance with the special conditions of contract and the schedule, and contractual extensions will be not permitted under any circumstances.

11.3 Interested Parties should be aware as of now that all cases where deadlines referred to in the contractual schedule for the project are not complied with, a penalty shall be applied to the Contractor payable to PPA S.A. under the terms of this article, irrespective of any loss suffered by PPA S.A. due to such delay.

11.4 No penalty clause will be imposed:

- i. When the delay is proven to be caused by a breach of an express contractual obligation of PPA or by any action by PPA in breach of contract or by an event of force majeure, as such events are defined in Article 23 of the Concession Agreement.
- ii. When the extension is expressly provided in the Contract with the Contractor with the term of no penalty clause being imposed.

11.5 Penalties shall be calculated as follows:

- i. For a delay of up to forty (40) days from the end of the contractual deadline for completing the project, the sum of five thousand euros (€ 5.000,00) shall be imposed per calendar day as a penalty.
- ii. For each day of delay after the period of the previous subparagraph, the penalty shall be seven thousand five hundred euro (€ 7.500,00) per calendar day.
- iii. Where the penalties amount to the performance bond figure stated in paragraph 14.8 below, provided that there continue to be grounds for imposing a penalty, PPA S.A. shall be entitled to terminate the Contract due to the Contractor's fault, in which case the said bond shall be seized.

- iv. The Project Owner reserves the right to demand that the Contractor pay any other penalty imposed on it by the Hellenic Republic in accordance with the provisions of the Concession Agreement, which is associated directly or indirectly with failure to meet the deadlines in the contract schedule or with any other related event due to the Contractor's fault.

Article 12: Submission of financial offer

- 12.1 The Candidates shall submit their financial tender by filling out the price list, in accordance with the terms of the present article. Contractual unit prices in the price list shall relate to completed tasks in accordance with the contractual terms, include the lawful percentages for the Contractor's overheads and contractual benefit, all works needed to ensure complete and skilful construction of the works, cover all direct or indirect costs of the Contractor and constitute remuneration in full for carrying out all work. The overall amount tendered shall also be the final price for the entire project.
- 12.2 The overall amount tendered by tenderers shall not be accepted by PPA in its entirety where the overall price exceeds the PPA Tender Budget (VAT excl.).
- 12.3 Each Candidate Party may only submit one financial offer.
- 12.4 The prices offered shall be expressed in euro (€), shall be presented to 2 decimal places, shall not include VAT and shall be binding on the Tenderer during such time as the offer is valid.
- 12.5 The prices quoted must be in full compliance with the terms of the Tender, shall be fixed and not subject to increase for any reason whatsoever, throughout the duration of the Contract and the eventual extension thereof. The individual discount rates deriving from each group of works of the PPA Tender Budget (31.782.065,31 €) shall be well correlated. In order to check the correlation, the Tender Committee calculates for each Tenderer the individual discount percentage (E_i) per group of works, based on the offered prices by the Tenderer

$$(E_i\% = 1 - \frac{\text{Total amount of group works } i \text{ of Tenderer}}{\text{Total amount of group works } i \text{ of PPA Tender Budget}}).$$
 From the comparison between the Offer of the Tenderer and the PPA SA Tender Budget (the unpredictable expenses budget is not taken under consideration), the average percentage discount (E_μ) of the Tenderer is obtained

$$E_\mu\% = 1 - \frac{\text{Total amount of Tenderer offer } (D)}{\text{Total amount of PPA Tender Budget (31.782.065,31 €)}}.$$
 Well correlated is the offer of the Tenderer where for each group of works (E_μ) - (E_i) must be $\leq \pm 10\%$. An offer that deviates beyond this limit is rejected as unacceptable.

- 12.6 The Financial Proposal Form must be, under exclusion penalty, complete, numerical and holographic (in respect to the total bid), typed, signed by the Tenderer's legal representative with the company's stamp (or of the company's members its members in the case of a grouping) on each page and bearing no corrections (erasures, deletions, etc.).
- 12.7 In case there are calculation errors (regarding the sum of the amounts) in the Financial Proposal Form, the Tender Committee will correct the numerical calculations and use the Tenderer's corrected financial offer to evaluate the Offers.
- 12.8 The Tenderers' "Financial Offer Dossier" must include the Financial Proposal Form in accordance with the prerequisite of article 7.1.ii and the aforementioned terms.
- 12.9 The Committee reserves the right to request additional clarifications about the above information and to supplement it, and Candidates are obliged to respond to that request within the deadline specified by the Committee.

Article 13: Award criterion - Selection of the Contractor

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 (for the case of more than three (3) eligible offers to be unsealed)

An offer can be characterized as abnormally low or abnormally high when it is at least 10% lower than the second lowest offer or 10% higher than the second highest offer.

Based on the findings from the preliminary assessment of PPA SA, 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 explain 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 their financial offer exceeds the Tender Budget, the offer will be rejected without further evaluation.
- (ii) If one of the prices per task offered exceeds the unit prices stated in the Tender Budget of € 31.782.065,31 (VAT excl.) the offer will be rejected without further evaluation.
- (iii) If the individual discount rates per group of works of the Tender Budget (31.782.065,31 €) is not well correlated, the offer shall be rejected without further evaluation.
- (iv) 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.
- (v) 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.

Article 14: Bonds / Guarantees

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

- Letters of Guarantee in accordance to Annexes I,II & III.
- Deposit to PPA (one of the following PPA bank accounts) as a guarantee of the respective amount of money.

| | |
|---|------------------------------------|
|  ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ | GR150110190000019050500651 |
|  ALPHA BANK | GR7101401250125002320006462 |
|  ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ | GR4902600250000440201113841 |
|  | GR8501721140005114032172486 |

- A counter balance letter of guarantee with the participation of a second bank in the basic tripartite relationship of the letter of guarantee between the issuing bank and the recipient of the guarantee.

14.2 The bonds shall be addressed to the Project Owner, and in the event of a Joint Venture or Grouping must be common in favour of all members thereof.


14.3 Errors or omissions in the title of the project or the person in whose favour the bond is provided will not lead to disqualification provided no confusion is caused.

14.4 The tender participation bond will amount to the 2% of the Project Tender Budget (31.782.065,31 €) i.e. six hundred thirty-five thousand six hundred forty-one euros and thirty-one cents (635.641,31 €), of two hundred ten (210) days duration.

14.5 The tender participation bond shall be seized by the Project Owner if, while it is in effect, (a) the tenderer withdraws its tender or (b) the temporary 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.

14.6 The participation bond will be returned (after consultation with the competent Projects Department):

- (a) to the Contractor upon submission of the performance bond and
(b) to candidates within 5 working days of the tender procedure being completed in accordance with article 19
- 14.7 Regarding the 5% advance payment on the total contractual value, the Contractor will submit to the Project Owner an open ended Advance Payment Letter of Guarantee of equal amount according to appendix II.
- 14.8 For the contract signing the submission of an open-ended good performance guarantee letter amounting to 5% of the contractual value, not including VAT shall be required. In addition, tenderers should be aware from this stage that as a guarantee of their obligation to ensure proper, flawless and timely implementation of the Project and timely and proper performance of the Contractor's obligations to the Project Owner (in addition to submitting the performance guarantee letter), the Project Owner shall retain from each of the Contractor's bills which will have been approved by the project CPD, percentage of 5% of the amounts will remain to amortise the advance payment of 5% according to article 6.2 which will be paid to the Contractor within thirty (30) days from date of signature of the contract and upon the completion of the Contractor's construction site and
- b. percentage of 5% which shall be retained by the Project Owner as an additional performance bond for the good execution and operation as specified in the present article .
- 14.9 Upon the completion and acceptance of the Project :
- a) The Contractor will submit an open-ended good operation and maintenance guarantee letter amounting to 5% of the contractual value (not including VAT) in replacement of the equal amount good execution guarantee letter which in continue will be returned to him.
- b) PPA SA will return to the Contractor the 50% of the 5% retained amount of Contractor's accounts.
- One year after the completion and acceptance of the Project the remaining 50% of the 5% retained amount of the Contractor's accounts will be returned to the Contractor; provided that the Contractor has submitted an open-ended good operation and maintenance guarantee letter of equal amount.
- The Good Operation Guarantee Letters will be returned to the Contractor two years after the completion and acceptance of the Project.
- 14.10 In the case of a grouping or joint venture, the guarantees shall always be joint guarantees in favor of all members.
- 14.11 At the Contractor's option, the bonds may be issued by one or more Acceptable Institutions, including TSMEDE.

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| | <p>Title: M.E.11-B: IMPROVEMENT INFRASTRUCTURE OF SHIP REPAIR ZONE (INCL. FLOATING DOCKS)- PHASE B CALL FOR EXPRESSION OF INTEREST</p> |  |
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Article 15: Tender validity period

15.1 The expression of interest and financial offer shall bind Candidates for a period of one hundred eighty 180 days from the last date set for submission of the offer.

CHAPTER III

Article 16: Eligible parties for the tender procedure

Under the conditions set out in Article [17](#) below, the following parties are eligible to participate in the tender procedure:

A) Individual contracting enterprises:

- (i) admitted in the Greek Register of Contracting Enterprises which hold a class 5 contracting certificate or higher (Marine, Highway, Hydraulic, Building, Industrial / Energy, Electromechanical).
- (ii) admitted in the official lists of recognised contractors in EU and/or EEA countries and/or countries which have signed the WTO agreement, in a category and class corresponding to those of the Greek Register of Contracting Enterprises.
- (iii) which come from EU and/or EEA countries and/or countries which have signed the WTO agreement but do not have official lists of recognised contractors, provided they have carried out projects in EU and/or EEA countries or countries which have signed the WTO agreement which are similar (in qualitative and quantitative terms) to the project being tendered, and meet the same formal and substantive conditions as contracting enterprises in the above indents.

B) Joint ventures or groupings of Contracting Enterprises which meet the conditions in point A above. Note that award of the project to a grouping of companies means that grouping must be prepared to assume the form of a joint venture to sign the contract within the deadline specified in paragraph 19.2 or any extension to it granted in writing by the Project Owner.

IMPORTANT NOTE 1:

Each Contracting Enterprise shall participate on its own or one Joint Venture or grouping (upon penalty of disqualification) while each Candidate must meet the above conditions throughout the entire duration of the tender procedure.

Article 17: Selection criteria

17.1 Criteria for qualitative selection (ON/OFF criteria)

Each Candidate participating in the tender procedure, upon penalty of disqualification, must 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 Societe Anonyme or the natural persons exercising management functions in all other cases must not have been convicted on the basis of a final judgement for:

- a) participation in criminal organisations within the meaning of Article 2 of Council Framework Decision 2008/841/JHA;
 - b) bribery within the meaning of Article 2(1) of Council Framework Decision 2003/568/JHA;
 - c) fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities;
 - d) terrorism or terrorism – related crimes as defined in Articles 1 & 3 of Council Framework Decision 2002/475/JHA;
 - e) money laundering within the meaning of Article 1 of the Directive 2005/60/EC;
 - f) child labour and other offences concerning trafficking in human beings, as defined in Article 2 of the Directive 2011/36/EC;
 - g) embezzlement, fraud, extortion, forgery, perjury, bribery, fraudulent deliberate bankruptcy, according to the Greek Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.
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 entity or foreign entity bearing the relevant obligations in Greece) or in accordance with the law of their country of establishment.
 4. They must have fulfilled tax obligations in accordance with applicable Greek law (in the case of a Greek or foreign entity bearing the relevant in Greece) or in accordance with the law of country of their country of establishment.
 5. They must not have committed a disciplinary offence the penalty for which was deprivation of the right to participate in tender procedures (tender procedures for public works).
 6. The company (or any other legal person or natural person associated directly or indirectly with it in a manner which, at the Project Owner's unfettered discretion, reveals a real connection to it which could negatively affect implementation of the project) must not have been expelled in any manner, or no such similar penalty must have been imposed on it (such as seizure of a bond, declaration of the party as in forfeit of the contract, termination of the contract) from a construction or other type of project, and in particular (but not limited to) a PPA project or one belonging to another company in the same group to which PPA belongs.

17.2 Financial and economic standing criteria (ON/OFF)

Upon penalty of disqualification, each tenderer must meet the following financial criteria:

1. It must have an average annual turnover over the last four (4) years of equal to or over ($\geq 5.000.000,00$ €) five million euro , (i.e. $\geq 20.000.000,00$ € for the four years)
2. It must have a credit rating of at least four million euro (4.000.000,00 €) from an acceptable institution.

IMPORTANT NOTE 2:

In the case of a joint venture or grouping of Contracting Enterprises criteria 1 and 2 must be met cumulatively (as a whole) by all of its members (in total).

17.3 Technical skill criteria (ON/OFF)

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

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

1. It must have specific experience in the construction of infrastructure projects of the category mentioned within article 16.1.A, covered by carrying out infrastructure works over the last seven years, with a total budget of twenty-five million euro (25.000.000,00 €), one of which must have a budget of at least ten million euro (10.000.000,00 €).

More specifically, those projects must have been undertaken within the last seven years (from the date on which interest was expressed) and must either have been successfully completed (finished projects) or be in the process of being executed properly (projects under way). As far as projects under way are concerned, the tenderer must be able to prove using the supporting documents referred to in [Article 18](#) below, that the works completed up to that point are equal to the amount shown in the previous paragraph.

Where the tenderer carried out or is carrying out the above works as a member of a Joint Venture or grouping, it must prove that it successfully completed implementation or so far has completed works (in the case of projects under way) by 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.

2. It must have ISO 9001:2015, ISO 14001:2014 .

IMPORTANT NOTE 3:

In the case of a joint venture or grouping of Contracting Enterprises technical skill criteria 1 & 2 above must be met cumulatively (as a whole) by all of its members (in total).

Article 18: Participation documentation

18.1 Qualitative selection documentation

A) Each Contracting Enterprise which participates in the tender procedure, on its own or as a member of a Joint Venture or grouping, is obliged to prove that it has the qualifications of articles 16 & 17.1, by submitting originals or legally certified copies or simple, clear and easy-to-read copies of the following valid (their validity to be stated by solemn declaration signed by the Legal Representative¹) supporting documents:

1. **Incorporation documents** for legal persons such as:

(a) copy of the current **codified Articles of Association** of the Company,

(b) **the issue of the Government Gazette** or certificate from the competent General Commercial Registry (GEMI) in which the latest decision officially establishing the company's Board of Directors and appointing its representatives was published,

(c) a **solemn declaration** from the legal representative/representatives stating that the company is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership, or bankruptcy compromise, that the company'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.).

IMPORTANT NOTE 4:

Note that the corresponding certificates (of non-bankruptcy, non-liquidation, etc.) issued by the competent authorities of the country in which the company is established must be submitted updated (along with other supporting documents which may be requested) by the temporary Contractor two working days before the contract is signed, and must be in effect on the date it 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.

2. **An extract from the criminal record** or in the absence of such, an equivalent document issued by the judicial or administrative authority of the country of origin or country of provenance, which shows that the

¹ Solemn declaration of the participant's legal representative with which it will be stated that each certificate, confirmation letter or any other supporting document which is included in the participation documentation file is an original copy of the prototype document (or electronically issued by the website of the competent Authority from which it issued) and true, and undertaking the obligation of submitting the original documents in the case he is selected as the Project Contractor

requirements in paragraph 17.1 case 2 are met. If there is no clean criminal record, a solemn declaration prepared before a notary public shall be submitted which clarifies the offences cited in extract for which there are convictions.

3. A **social security clearance form** from the competent authority showing that on the date of offer submission the tenderer has fully met in full its main and supplementary social security obligations.
4. A **tax clearance form** from the competent authority showing that on the date of offer submission the tenderer has met in full its tax obligations.
5. In the case of Contracting Enterprises admitted in the Greek Register of Contracting Enterprises or from countries which have a list of recognised contractors, a **Certificate of Registration and validity certificate (from which the class of the certificate will be apparent)**, in original or certified copy, from the competent authority. That certificate shall cite the supporting documents used to admit the enterprise in the register, and the ranking in the register to show the class as defined in [Article 16](#) hereof.

In the case of a Contracting Enterprise from a country where there are no lists of recognised contractors, a certificate of registration in the professional register of the country of origin is required, which shows that the same conditions, under which a Contracting Enterprise similar to them would be accepted in the procedure, have been met.

6. A **solemn declaration** from the tenderer's legal representative (or in the case of a grouping the legal representatives of its members) that cases 5 and 6 in paragraph 17.1 do not apply.
7. An official extract from the **register of minutes** of the Company's Board of Directors or the competent body which approved participation in this tender procedure, appointing one or more persons to submit the expression of interest dossier, to submit the financial tender, and to sign any document relevant to the tender procedure, and appointing a process agent. Note that in addition to that decision, in the case of a joint venture or grouping, the tenderer's process agent shall be appointed in accordance with point (C) below.
8. A **solemn declaration** from the representative/representatives and process agent appointed by decision of the candidate's competent body, in which they unconditionally and unreservedly accept their appointment.

B) Foreign legal persons must also submit documents similar to those in point (A) above translated by the Ministry of Foreign Affairs, a Consular Authority or a Lawyer. Where a country does not issue the said documents or certificates *[other than the corresponding incorporation documents in point A)1.(a) and (b) of the legal person which must be submitted in all events]*, if they can be replaced by a sworn statement or, where none exists, by an

official statement made by the interested parties before a judicial or administrative authority, notary public or competent professional association in the country of origin or country of provenance. That statement must indicate the fact that it is not possible to obtain the relevant supporting documents in the corresponding country. If it is ascertained in any way that the said certificates are issued in that country, the tenderer's tender will be rejected.

C) in the case of a **joint venture or grouping** of Contracting Enterprises the documents referred to in point (A) must be submitted for the tenderer (if applicable to the form of the grouping) and for each of its members. Moreover, the agreement setting up the Joint Venture or an agreement establishing the grouping must be submitted, declaring the following as a minimum:

- i) the Contracting Enterprise's acceptance of joint submission of the expression of interest (in joint ventures it is sufficient for this to be clear from the purpose for which it is established).
- ii) the stakes of each member in the arrangement.
- iii) the joint representative and process agent for the members of the grouping or Joint Venture, in dealings with PPA S.A. and
- iv) that members of the grouping shall be jointly and severally liable to PPA S.A. for implementing the project and in the case of full, special or quasi general succession, they will have bound the successors to continue to participate in the Joint Venture under the same terms.

D) Where a **subcontractor(s) is/are used** the Candidate must, in addition to the above, submit a declaration (in accordance with [Chapter IV](#) of this Call for Expressions of Interest, about the awarding of part of the project to a subcontractor, which part, upon penalty of disqualification of the tenderer, cannot be more than 40% of the project. That declaration must state that the Candidate Contractor will be held accountable of any Subcontractor's misdemeanour and it must include the particulars of the subcontractor(s), the section of the project to be outsourced to it/them and a declaration from the subcontractor(s) accepting this.

18.2 Supporting documents to provide financial and economic standing

Each tenderer is obliged to prove that it has the qualifications in paragraph 17.2, by submitting originals or legally certified copies or simple, clear and easy-to-read copies (accompanied by a solemn declaration regarding their validity signed by the Legal Representative) of the following valid supporting documents:

1. A presentation of the company's financial situation including Originals or legally certified copies or simple, clear and easy-to-read copies, of published balance sheets with an average annual turnover over the last

four years to be at least equal to or more than over five million euro (€ 5.000.000,00).

2. A certificate from a bank about the tenderer's credit rating regarding this project. A letter from a bank which states that it collaborates with the candidate and will examine a request for financing equal to , at least, four million euro (€ 4.000.000,00), is considered adequate proof of credit rating according to Annex IV.

18.3 Supporting Documents as proof of Technical Skill

Each tenderer is obliged to prove that it has the qualifications in paragraph 17.3, by submitting originals or legally certified copies or simple, clear and easy-to-read copies, (accompanied by a solemn declaration regarding their validity) of the following in force supporting documents:

1. A list of all infrastructure projects in the last 7 years accompanied by (a) certificates of completion or acceptance reports (for completed projects) from the Legal representative of the respective Project Owner and/or (b) certificates from the latter about the completed section of infrastructure projects which the company is carrying out (for projects under way) which must include all necessary particulars which clearly show that the criteria in paragraph 17.3.1 are met.
2. To prove the availability of the equipment and staff needed for the construction of the project, the tenderer must submit a solemn declaration signed by the legal representative that the required equipment and necessary staff will be available for the project, upon contract signature.
3. A copy of the ISO 9001:2015, ISO 14001:2014 certification or equivalent.

Article 19. Award - Signing of Contract

- 19.1 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.
- 19.2 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:

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*

- 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.
 - (c) in relation to works which the Contractor has carried out and which have been accepted or are still under way, the project owners - contracting bodies have no claims against it for disputes which arose due to delays, poor workmanship, forfeiture, or other disputes related in any manner to implementation of the project.
- vi. An insurance certificate signed by the insurance company or insurance broker in accordance with the provisions of paragraph 20.2(h) of the special conditions of contract. The insurance contract is to be submitted by the Contractor to the Project Owner no later than 30 days from the signing of the contract, along with proof of payment of the first premiums instalment.
- vii. A list of all identification documents (driving licences, insurance

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.*

policy, recent inspection certificate, approval from registry, etc.) for all machinery to be used from the start or during the project, copies of which will have been submitted from the Contractor to PMD for inspection and approval.

- viii. Any subcontracting agreements⁵.
- ix. Tax clearance form.
- x. Social security clearance form.

19.3 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.

⁵Only submit the relevant documents in the case where use of subcontractors is stated in accordance with the provisions of Chapter IV of the call for expressions of interest.

CHAPTER IV

Article 20: Subcontracting

- 20.1 If chosen as Contractor, Tenderers may outsource a part of the project corresponding to work worth up to 40% of the overall value of the project, to one or more Contracting Enterprises via subcontracting agreements.
- 20.2 To validly participate in the tender procedure, where they wish to collaborate with a subcontractor(s), tenderers must indicate the subcontractor they wish to outsource work to under a subcontracting agreement, by submitting a solemn declaration from the subcontractor in which it accepts the signing of the subcontracting agreement, if and when the tenderer is chosen as the project Contractor.
- 20.3 Any amendments, changes, replacements to or deadlines relating to the appointment of a subcontractor(s) may only be done with the Project Owner's written approval. Moreover, the Contractor shall be obliged to promptly remove at any time any subcontractors from the project who are found by the Project Owner to not have the financial and technical standing and necessary experience to carry out the part of the project subcontracted to them by the Contractor.

Article 21: Contractor's obligations Miscellaneous provisions –

Interested Parties must be aware, of the Contractor's obligations (as set out in the contract documents) shall include but are not limited to the following:

- 21.1 The Project Owner has put Technical Advisors in place for the Project who have undertaken to assist the Competent Projects Department manage and oversee it. The Contractor shall be obliged to facilitate the activities of the Technical Advisors and before the commencement of work to ensure that each of them has the necessary networks and facilities at its worksite, in accordance with the specific terms and requirements to be set out in the special conditions of contract.
- 21.2 Staff insurance: The Contractor must have all its manual staff insured with the IKA Fund or other social security provider, where its staff do not fall within the IKA Fund's remit.
- 21.3 Insurance coverage for the project and staff: The Contractor shall be obliged to insure the project and its staff with an insurance company recognised by the state against risk of accidents and to ensure that it remains insured at all times without interruption, and to do the same for all manner of materials from delivery to integration into the project, worksite facilities, and any existing adjacent property of the Project Owner and PPA S.A., which is directly related to the project being built, and described in the contractual documents.
- 21.4 The Contractor shall have the exclusive civil, penal and administrative liability for complying with the laws and applicable policing provisions

and is obliged to promptly notify the Competent Projects Department and Project Manager of the decrees or orders which are sent or notified to it while the project is being implemented by various authorities, relating to inspection, safety, noise pollution, maritime environment protection measures, and so on.

- 21.5 The Contractor will be responsible for implementing the environmental terms and conditions for the project, according to Decision no. 32887/19.12.2017 Amendment of 104050/17.05.2006 KYA as it will be valid.
- 21.6 The Contractor shall be solely responsible for implementing designs/studies and for the quality and strength of the works. Inspections by the Competent Projects Department and Technical Advisors during supervision and oversight, shall not release the Contractor from the said liability.
- 21.7 The Contractor shall be solely and exclusively responsible for carrying out works and for integrated materials which will be used, in accordance with the terms of the Contract and other contractual documents.
- 21.8 The Contractor shall be obliged:
- (a) to install signs and notices at worksite locations and sites where work is being carried out, depending on the nature of the work done (building works, hydraulic works, port works, road works, etc.).
 - (b) to keep those signs and notices in working order until the project is completed.
 - (c) to install flash lights at traffic hazard spots and where needed, to accept staff from the supervisory department to regulate the flow of traffic.
- 21.9 The Contractor shall be obliged to take all safety measures necessary and required by law to ensure proper implementation of the project, the safety of labourers and third parties and shall be liable in criminal and civil law for all accidents which are due to the failure to comply with or improper compliance with the necessary safety measures.
- 21.10 Since it is likely that there will be other facilities, both hidden or obvious (electricity or phone cables, water supply or sewerage networks, railway tracks, manholes, pillars and posts, fencing, building, permanent topographical markers, etc.) in the worksite area or in the area where works are being carried out, which belong to third parties or to PPA, the Contractor shall be obliged to take all steps necessary to identify and protect them. If instructions in this regard have been received from the project manager and PMD, it is obliged to relocate them paying the specific compensation, unless relocation is specified in the design/study.
- 21.11 The Contractor shall be obliged to safeguard at own expense, machinery, tools or materials delivered by the Project Owner for use or

integration into the project, and any damage, wear and tear or loss to them shall be imputed to the Contractor.

- 21.12 All provisional facilities (huts, cabinets, labs, offices, etc.) required to carry out the contracting work and to facilitate the technical advisors at the project site, shall be erected by the Contractor at own expense and effort, in locations which are indicated the Competent Projects Department.
- 21.13 The Contractor shall be obliged to strictly, and without deviation, comply with the project implementation schedule which is a material term of the Contract and is of capital importance for the Project Owner.
- 21.14 Within 5 days of the Contract being signed the Contractor must submit the following to the Competent Projects Department and the Project Manager: (a) a complete and detailed organisational chart with all full-time admin. and technical staff for the project, including the site foreman, (b) a solemn declaration on appointment of the process agent and (c) a solemn declaration from him about acceptance of his appointment.
- 21.15 In addition, any other obligations deriving from the Concession Agreement between the Hellenic Republic and PPA S.A. (Law 4404/2016) shall apply to the Contractor without any additional remuneration being payable.

Article 22: Final Provisions

- 22.1 PPA S.A. undertakes to take suitable measures to (a) effectively prevent, (b) identify, and (c) rectify any conflicts of interest arising during the contract award procedures to avoid any distortions in competition and ensure equal treatment of all economic operators.
- 22.2 PPA S.A. undertakes to comply in full with the principles of confidentiality and secrecy in relation to data and information from Candidates which come to PPA's knowledge during this Tender Procedure which is considered to be confidential.
- 22.3 PPA S.A. declares that it has fully adapted to the requirements of the new General Data Protection Regulation and will comply with the relevant provisions during the entire tender procedure.
- 22.4 The applicable law concerning the present Call as well as the Contract to be signed is the Greek Law. The Courts of Piraeus are competent for the resolution of any disputes concerning this Competition in its entirety.

Piraeus, 10 August 2020

ANNEX I – TENDER PARTICIPATION GUARANTEE LETTER

Acceptable Institution Title:

Address:

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 favor (in the case of an individual company)

of the Company

Address


Or (in case of Union of Joint Venture) of Companies:

1...../ Address

2...../ Address

Members of the Union or the Joint venture, individually for each one and Jointly and severally liable to each of them in their capacity as members of a Union or a Joint Venture and up to a sum of, their participation in the tender procedure of PPA SA. for the construction of the Project "Improvement Infrastructure of Ship repair Zone (incl. floating docks)- Phase B " in accordance with Call of Expression of interest reference number/......

The present Guarantee covers throughout its duration cover only the obligations arising out of participation in the above mentioned tender (in the case of an individual company) of the said company or (in the case of a union or a Joint Venture) of the Union or Joint Venture companies individually for each of them and as jointly and severally liable to each other according to their capacity as members of a Union or a Joint Venture or a Partnership.

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| | <p>Title: M.E.11-B: IMPROVEMENT INFRASTRUCTURE OF SHIP REPAIR ZONE (INCL. FLOATING DOCKS)- PHASE B CALL FOR EXPRESSION OF INTEREST</p> |  |
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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.

(NOTE: For the Bank: the term of validity of the letter of guarantee must be thirty (30) days longer than the offer submission date, ie 180 + 30 = 210 days).

(Authorized Signature)

Respectfully,
For [Eligible Institution]
[Authorized Signatures]

ANNEX II – ADVANCE PAYMENT GUARANTEE LETTER

Acceptable Institution Title:

Address:

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 favor (in the case of an individual company)

of the Company

Address

Or (in case of Union of Joint Venture) of Companies:

1...../ Address

2...../ Address

Members of the Union or the Joint venture, individually for each one and Jointly and severally liable to each of them in their capacity as members of a Union or a Joint Venture or a Partnership for the amount corresponding to 5% (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 Project M.E.11B "Improvement Infrastructure of Ship repair Zone (incl. floating docks)- Phase B "

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.

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| | Title: M.E.11-B: IMPROVEMENT INFRASTRUCTURE OF SHIP REPAIR ZONE (INCL. FLOATING DOCKS)- PHASE B CALL FOR EXPRESSION OF INTEREST |  |
| | | |



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 [Acceptable Instiution]

[Authorized Signatures]

ANNEX III – GOOD EXECUTION GUARANTEE LETTER

Acceptable Institution Title:

Address:

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 favor (in the case of an individual company)

of the Company

Address

Or (in case of Union of Joint Venture) of Companies:

1...../ Address

2...../ Address

Members of the Union or the Joint venture, individually for each one and Jointly and severally liable to each of them in their capacity as members of a Union or a Joint Venture or a Partnership and up to the amount corresponding to 5% (calculated without including VAT), for the good performance of all their obligations deriving from the terms of the contract for the construction of the Project "Improvement Infrastructure of Ship repair Zone (incl. floating docks)- Phase B ".

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.

Title: **M.E.11-B: IMPROVEMENT INFRASTRUCTURE OF SHIP REPAIR
ZONE (INCL. FLOATING DOCKS)- PHASE B
CALL FOR EXPRESSION OF INTEREST**



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 [Acceptable Institution]

[Authorized Signatures]

**ANNEX IV – CERTIFICATE FROM ACCEPTABLE INSTITUTION
BORROWING CAPACITY OF TENDERER**

Acceptable Institution Title:

Address:

Date of issuance

To:


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

10, Akti Miaouli

185 38, Piraeus Greece

Statement from Acceptable Institution regarding Borrowing Capacity of Tenderer

We hereby declare that our bank cooperates with the company and we will consider her application for funding by EUR million (..... €) for the Project of "Improvement Infrastructure of Ship repair Zone (incl. floating docks)- Phase B " of Piraeus.

| | | |
|--|--|---|
| | <p>Title: M.E.11-B: IMPROVEMENT INFRASTRUCTURE OF SHIP REPAIR ZONE (INCL. FLOATING DOCKS)- PHASE B CALL FOR EXPRESSION OF INTEREST</p> |  |
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ANNEX V – NON DISCLOSURE DECLARATION (NOT TRANSLATED)