

**CALL OF TENDER  
FOR THE AWARD OF THE REPAIR OF TWO (2) ENTRANCE STEEL  
GATES OF VASILIADI COAST DRY DOCKS**



**Piraeus, Greece**

**30<sup>th</sup> July 2019**

**Important Note:** Interested Parties are invited to submit their offers until 20<sup>h</sup> August 2019 included and at 15:30 hours.

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## **1. INTRODUCTION**

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### *Preamble*

The Port of Piraeus (Port of Piraeus) is the largest port in Greece, spanning a coastline length of more than twenty-four kilometres and expanding over an aggregate area exceeding five million square meters. The geographic location of the Port of Piraeus makes it a vital transportation, trade and supply, tourism and communications hub connecting the Greek islands with the mainland, as well as being an international centre of marine tourism and the commercial carriage of goods. The position of the Port of Piraeus is conducive to its operation both as a port for the wider area of Greece and for the Balkans and Black Sea countries.

The Port of Piraeus is situated at the intersection of sea routes linking the Mediterranean with Northern Europe and its geographic position (south of the 38th parallel) enables major line ships to access it without significant deviation from the Far East trade routes. The Port of Piraeus hosts a complex and unique variety of activities, including: ferry/passenger shipping (it is the largest passenger port in Europe), servicing of all types of cargo, cruise, vessel repair activities, as well as the Port of Piraeus free zone (a control type I customs free zone) operating under applicable tax and customs legislation in the area (Piraeus Free Zone).

### *The Piraeus Port Authority S.A. (PPA)*

PPA is the legal entity entrusted with the administration and operation of the Port of Piraeus. It was established as a legal entity of public law by virtue of Law 4748/1930, which was restated by Compulsory Law 1559/1950 and ratified by Law 1630/1951, each as subsequently amended and supplemented. In 1999 PPA was transformed into a stock corporation (société anonyme).



In April 2016, following an open public tender process, the Hellenic Republic Asset Development Fund (HRADF), under its capacity as the major shareholder of PPA, and COSCO HK GROUP Ltd entered into a Shares Purchase Agreement for the acquisition of the majority participation in the share capital of PPA. In August 2016, PPA ceased to be a state-owned company and since that day it is a private-owned company, whose object is to perform its obligations, conduct its activities and exercise its faculties under or in respect of the concession agreement between Greek State and PPA, as ratified by Law 4404/2016.

## 2. CONTRACTING AUTHORITY – SCOPE OF TENDER

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### *(i) The Contracting Authority*

The Contracting Authority is **Piraeus Port Authority S.A.**

The address to which the offers are submitted is:

#### **Piraeus Port Authority S.A.**

Secretariat of Procurement Department (1<sup>st</sup> Floor, office No 212)

10, Akti Miaouli, 185 38, Piraeus, Greece.

### *(ii) Scope of Tender*

The scope of the Tender is the award of the repair of two (2) entrance steel gates of Vasiliadi Coast Dry Docks, as detailed below, with maximum completion time: **four (4) weeks from signing of the contract.** Time shall be counted from the installation of the contractor and the contract's signature and ending with the acceptance of the project repair works by PPA's relevant committee. Delays due to PPA's scheduling shall not be the Contractor's responsibility.

### *(iii) Time limits for receiving Tender documentation – Provision of clarifications*

Interested parties must visit the docks before submitting quotation in order to have clear view of the project and conditions. They may also receive additional information or clarifications in relation to the present Call for Tenders, by submitting questions **up to 5 working days (included)** prior to the expiry of the time limit for the submission of Offers in writing to PPA Procurement Department by e-mail to: [steelgate-tender@olp.gr](mailto:steelgate-tender@olp.gr) and to [procurement@olp.gr](mailto:procurement@olp.gr). After the lapse 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 three (3) working days prior to the expiry of the time limit for the submission of offers. Candidates are not allowed to refer to verbal responses or clarifications by PPA S.A.



**The time limit for the submission of offers is on 20<sup>th</sup> August 2019 until 15:30 Greek time (GMT +2).**

### **3. DEFINITIONS**

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For the purposes of understanding the terms of this Call, definitions of the following terms are given herein below:

- a) "Contracting Authority" the societe anonyme under the corporate name "Piraeus Port Authority S.A."
- b) "Authorized Representative": a legal representative of the Candidate (according to the Candidate's statutes/bylaws) or a specifically authorised representative (by a decision issued by the Candidate's competent body), as the case may be, who has the power to bind the Candidate and also has the authority to sign and submit the Candidate's Offer;
- c) "Binding Declaration: refers to the Binding Declaration as per Greek Law 1599/1986 or in the case of a foreign Candidate a text of analogous form of evidence, in accordance with the provisions of the country of provenance thereof signed by the Authorized Representative. In all cases where there is a reference to the term "Binding Declaration", it is intended that such is effected by certification of the original signature of the signatory;
- d) "Call of tender" or "Call": the present document;
- e) "Candidate": means the Enterprise, Body, Firm or Joint Venture or Group of Enterprises or Entities which submits an Offer, according to the terms of the present Call;
- f) "Central Protocol": The office of PPA's central protocol located at PPA's premises at 10, Akti Miaouli, Piraeus, Greece;
- g) "Contract": A written formal and binding agreement, signed by both parties (Contracting Authority and Contractor)
- h) "Contractor or Supplier": the candidate to whom the procurement Contract will be awarded;
- i) "Eligible Bank": means a bank or credit institution that is lawfully established and operating: (i) in a jurisdiction that is an EU, EEA, OECD or FATF member state or member country; or (ii) in another jurisdiction that has a long-term

debt rating of A- (or equivalent) or superior by at least two of Standard & Poor's, Fitch or Moody's;

- j) "Evaluation Committee or Committee": is the committee awarded with the authority to unseal and evaluate the Offers;
- k) "Offer": The offer to be submitted by the Candidates in the frame of this Call, i.e. the main folder of the offer which includes three (3) sub-folders: (i) Participation Supporting Documents (ii) Technical Proposal and (iii) the Financial Proposal.
- l) "Interested party" means the Enterprise, Body, Firm or Joint Venture or Group of Enterprises or Entities which intend to take part in the tender procedure by submitting an offer.

#### **4. SUBMISSION OF OFFERS – OFFER DOCUMENTATION**

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Since PPA is a private-owned company, no objections in relation to the content of this Call will be examined by PPA.

PPA, at its absolute discretion, has the right to cancel or repeat the procedure at any stage or to engage in direct negotiations in case of emergency.

##### *The submission of offers*

The Offers shall be submitted to PPA's Procurement Department Secretariat in person, by the Candidate's Authorized Representative.

The official language of the Tender procedure will be English and/or Greek and all information and documentation will be drafted in the English or Greek language. Otherwise, the above mentioned documents must be officially translated into Greek or English.

Exception: The technical proposals must be submitted in English Language or must be officially translated in English.

Moreover, all written and verbal communication between the Candidates, Evaluation Committee and PPA shall also be in English and / or Greek.

Alternatively, the offers may also be sent to PPA's Procurement Department Secretariat by registered post upon proof of receipt dated no later than **20<sup>th</sup> August 2019**.

In case offers are sent to PPA's by registered post, the candidate must also inform PPA, by fax at: +30 2104550187 or by e-mail to: [procurement@olp.gr](mailto:procurement@olp.gr) and to [steelgate-tender@olp.gr](mailto:steelgate-tender@olp.gr)

The Candidates are responsible for dispatching the sealed folder of Offer to PPA. Any insurance cost, custom duties and transport charges are borne by the Candidates. The Candidates are responsible for and accept the risk for any event,

to include even force majeure, that may have as a result the non-timely or non-duly submission of the folder of offer.

Offers submitted after the above date and time will not be considered.

### The Offer Documentation

The Offers (including the three closed and sealed subfolders of: Participation Supporting Documents, Technical Proposal and Financial Proposal) are submitted in the sealed folder of Offer, typed, in one (1) original (that will include only originals or duly certified copies where applicable) and one (1) copy of the original.

On the closed and sealed folder of Offer the following must be clearly written:

- The word «OFFER».
- The title of the Call of Tender.
- The detailed data of the Candidate.

The folder of Offer includes three sub-folders closed and sealed:

- The sub-folder of Participation Supporting Documents
- The sub-folder of Technical Proposal and
- The sub-folder of Financial Proposal.

On each one of the three sub-folders the following titles are accordingly written: «PARTICIPATION SUPPORTING DOCUMENTS», «TECHNICAL PROPOSAL» and «FINANCIAL PROPOSAL».

### Validity of offers

Offers are valid and binding upon the Candidates **for two (2) months** from the submission deadline date. Any offer which sets forth a term of validity less than the above mentioned is rejected as unacceptable. Candidates are advised that

they may be asked to extend the validity of their proposals by a **further two (2) months.**

It is at PPA's sole discretion to cancel the whole bidding process at any stage. No compensation will be paid to the bidders under this circumstance.

(i) True and Correct statements

Each Candidate understands that the information contained in their Offer will be relied upon by PPA in making its decision with respect to the award of the contract and such information is expressly warranted by the Candidate to be true and correct. Furthermore, each Candidate will furnish such supporting and confirming information, prior to the award of the contract, as may be reasonably requested by PPA.

(ii) Reasons for rejecting an Offer shall include (but are not limited to):

- If any information provided by the candidate is found to be incorrect.
- If the candidate fails to verify any information provided in the Offer in response to PPA's request.
- If minimum technical requirements are not met.
- If participating supporting documents are not accordingly submitted (In case the submitted participating supporting documents are not adequate for the evaluation of offer, clarifications may be requested by PPA).
- If Call terms are not followed.
- If the same Candidate submits more than one Offer.

Prequalification criteria and Participation Supporting Documents

Prequalification criteria

Each Candidate is obliged, upon penalty of disqualification for that tender procedure, to fulfill the following prequalification criteria.

Professional prequalification criteria (ON/OFF criteria)

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

1. It must not be in a state of bankruptcy, liquidation or compulsory receivership and proceedings to have it declared in a state of bankruptcy, liquidation or compulsory receivership must not have been launched.
2. The managing partners in the case of a limited or general partnership or limited liability company, and the Chairman and Managing Director in the case of a 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 organizations within the meaning of Article 2(1) of Council Joint Action No. 98/773/JHA.
  - b. bribery within the meaning of Article 3 of Council Decision of 26 May 1997 and Article 3(1) of Council Joint Action No. 98/742/CFSP
  - c. fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities.
  - d. money laundering within the meaning of Article 1 of Council Directive 91/308/EEC on prevention of use of the financial system for the purpose of money laundering.
  - e. embezzlement (Article 375 of the Hellenic Penal Code)
  - f. fraud (Articles 386-388 of the Hellenic Civil Code)
  - g. Extortion (Article 385 of the Hellenic Penal Code).

- h. Forgery (Articles 216-218 of the Hellenic Penal Code).
  - i. Perjury (Article 224 of the Hellenic Penal Code).
  - j. Bribery (Articles 235-237 of the Hellenic Penal Code).
  - k. Fraudulent deliberate bankruptcy (Article 398 of the Hellenic Penal Code).
3. They must have fulfilled obligations relating to the payment of social security contributions in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.
  4. They must have fulfilled obligations relating to the payment of taxes in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.

Technical skill criteria (ON/OFF)

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

1. It must have a ship repairer's professional license in force, at least for the last one (1) year.

SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTS

In order to prove the fulfillment of the above mentioned prequalification criteria, the following documents submitted by the candidate in the sub-folder of Participation Supporting Documents, on pain of rejection of the Offer, must be submitted as originals or true copy of the original or simple easy and clear to read copies (a solemn declaration is required for declaring their validity<sup>1</sup>) which must be valid and in force throughout the whole tender procedure:

- i. Certificate of registration in the Ship Repairers' Special Registry, in force

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

(issued within the current year).

- ii. List of similar repair projects in dry and/or floating docks.
- iii. Proof of experience in similar repair projects (contracts, invoices, certificates of completion/acceptance of works etc.) in dry and/or floating docks.
- iv. A valid Participation Bank Guarantee (In accordance with pages 15, 16 and 17, section 'Bank Guarantees') hereinafter.
- v. A brief description of the Candidate in the English or Greek language;
- vi. A copy of the Candidates certificate of incorporation or equivalent, officially translated in the English or Greek language (if not already in the English or Greek language).
- vii. A copy of statutes/by laws (or equivalent);
- viii. Official proof that the person signing the offer is legally binding the Candidate, in case the Offer is not signed by the person specifically authorised for this reason as per the below par.
- ix. The Candidate's competent management body's decision to participate in the Tender, submit the offer and appointing its authorized representative to specifically sign and submit the Offer; the authorized representative must have delegated powers to answer on behalf of the candidate to any questions PPA may have, and to sign the agreement.
- x. A binding declaration of the Candidate, signed by its legal representative:
  - a. stating that is fully aware of the contents of this Call and unconditionally and unreservedly accepts its terms;
  - b. acknowledging that its participation in the process takes place at its sole risk and expense and that the participation as such does not establish any right to compensation from PPA or PPA's personnel;
  - c. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not confer to the Candidate any right to compensation;
- xi. Full contact details of the Candidate (including full name, address, phone numbers and email address);

- xii. A Binding Declaration of the Candidate, signed by its legal representative, confirming the following or certified copies of each of the below documents, according to applicable law:
- (a) Certificate of country of establishment stating that the Candidate is not bankrupt or is the subject of insolvency or winding up proceedings;
  - (b) Certificate of country of establishment stating that the Candidate is not under mandatory administration;
  - (c) Certificate of country of establishment stating that the Candidate is not under liquidation or administered by a liquidator;
  - (d) Certified copies of current tax and social insurance compliance certificate, or equal evidence in accordance with the law of place of the candidate's establishment.
- xiii. A Binding Declaration of the Candidate, signed by its legal representative, stating that he has not been convicted on the basis of a final judgement for:
- a) participation in criminal organizations within the meaning of Article 2(1) of Council Joint Action No. 98/773/JHA.
  - b) bribery within the meaning of Article 3 of Council Decision of 26 May 1997 and Article 3(1) of Council Joint Action No. 98/742/CFSP
  - c) fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities.
  - d) money laundering within the meaning of Article 1 of Council Directive 91/308/EEC on prevention of use of the financial system for the purpose of money laundering.
  - e) embezzlement (Article 375 of the Hellenic Penal Code)
  - f) fraud (Articles 386-388 of the Hellenic Civil Code)
  - g) Extortion (Article 385 of the Hellenic Penal Code).
  - h) Forgery (Articles 216-218 of the Hellenic Penal Code).

- i) Perjury (Article 224 of the Hellenic Penal Code).
- j) Bribery (Articles 235-237 of the Hellenic Penal Code).
- k) Fraudulent deliberate bankruptcy (Article 398 of the Hellenic Penal Code).

In case of a Joint Venture or Group of Enterprises or Entities, the technical requirements of Annex B and the documents of: Subfolder of participation documents under the article "Subfolder of participation documents" of paragraphs i, ii, iii, iv must be either cumulatively met and submitted by all members or at least by one member.

In case of a Joint Venture or Group of Enterprises or Entities, the legalization documents required under the article "Subfolder of participation documents" of paragraphs v, vi, vii, viii, ix, x, xi, xii, xiii must be separately submitted by each member.

In case of Joint Venture or Group of Enterprises or Entities, the following additional documentation is required:

A written agreement among the members:

- Establishing the Consortium etc. or stating the members' intention to establish the particular form of organisation, if awarded the Contract;
- Stating essentially, with sufficient clarity, the rate and type of each member's contribution to the implementation of the Contract;
- Including a statement by each member that it shall be jointly and severally liable with all other members towards PPA for any claims to arise from their participation in the Tender or from the implementation of the Contract;
- Designating one member as responsible for coordinating and managing all other members (leader), and

- Designating a common representative of all members, to represent them in any matters pertaining to their participation in the Tender and to represent the members towards PPA.

### Bank Guarantees

Candidates/Contractor must provide the below mentioned letters of guarantee issued by an Eligible Bank:

- Candidates: Participation Letter of Guarantee (amount of 5.000 euro) according to Annex A.
- Contractor: Good Performance Letter of Guarantee (5% of the contractual amount), upon Contract's signature, according to Annex E.
- Contractor: An Advanced Payment Letter of Guarantee equal to 15% of the amount of the contract excluding VAT, valid until the final acceptance of the repair/overhaul works from PPA, according to Article 7 hereof and final payment clearance of the Contractor, according to Annex F.

The Guarantee letter shall be addressed to PPA SA, and in the event of a Joint Venture must be common to all members hereof.

### Participation Bond

The candidate's participation bond must fully cover the period for which the offer is valid that is four (4) months from offer submission deadline, and consequently will not be accepted if their validity period is less.

The participation bond will be seized by PPA if, while it is in effect, (a) the candidate withdraws its participation documentation or (b) if the interim Contractor does not submit the award documentation in good time or does not come forward in good time

to sign the contract or (c) if the above persons provide false evidence or information relating to the grounds of disqualification.

The participation bond will be returned:

- (a) to the Contractor when the performance bond is submitted and
- (b) to candidates within 10 working days of the tender procedure being completed.

Performance bond

To sign the contract it is necessary to submit an open-ended performance bond amounting to 5% of the contractual value excluding VAT.

General Note for Guarantee Bonds

Alternatively, Candidates may provide the necessary documentation that an equal, to the above mentioned guarantee bonds amount has been deposited, transferred and was made available as guarantee in one of the following PPA's bank accounts:

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

**IMPORTANT NOTE:**

Upon signing the Contract, the successful Candidate will provide a Good Performance Letter of Guarantee from an eligible bank equal to 5% of the amount of the contract excluding VAT, irrespective of the payment terms that will be finally agreed with the successful Candidate.

The Good Performance Guarantee will be provided in addition to the warranty that will be provided for the repair & painting works, and for the electromechanical equipment, as described within article 8 and will be valid until the expiration of the warranty period, provided in the successful Candidate's Offer.

The minimum acceptable warranty period is defined in Article 8 hereof.

*Certificates at the time of delivery*

The above mentioned participation supporting documents (i – xiii), as well as the technical proposal's documents (i – iii), must be valid at the time of contract signing and will be re submitted by the Candidate upon PPA's request.

*SUB-FOLDER OF TECHNICAL PROPOSAL*

The following documents of which are duly stated below shall be submitted by the candidate in the sub-folder of Technical Proposal, on pain of rejection of the Offer, proving the technical adequacy of the candidate participating in the tender:

- i. List of personnel for the project, including a Health & Safety Engineer.
- ii. List of available equipment and infrastructure.

- iii. Description & Methodology of repair works and Technical data of proposed E/M equipment, Paint types & brands, as described in technical specifications table – Annex B.

The Candidate will base his/her Offer on the following technical requirements:

### **Technical Requirements/Description of works**

- Preparation and installation of scaffolding and means of access for working team at Dry Dock gate.
- Cleaning of damaged internal and external areas of the gates through Hydro-blasting.
- Renewal of steel plates and stiffeners with certified (A Grade) mild steel according to the provided sketches (UTM booklet attached). The works will be attended by INSB class surveyor.
- Painting in and out of the Dry dock gates with (1) one T/U, (1) one F/C of marine epoxy paint and (1) antifouling paint on underwater area. DFT of each coat 100 $\mu$  Paint Guarantee for (2) two years.
- Replacement of damaged rubber seals along the contact points of the gate with the pier (as per sample) after removing the bolts. Cleaning and painting the channels before the fitting and securing the new one.
- Replacement as per sample of eight (8), 8" inlet and outlet valves (internal space of the steel gate).
- Replacement of damaged vertical ladders in inner areas of the gates.
- Aluminium anodes purchase of eight (8) kg's and placement in inner spaces.
- Maintenance & repair if needed of the pumping system of the Dry Docks gates including motors, pumps, etc.
- Fabrication and installation of two (2) steel bases for the air compressors in the pump room.
- Repair of main valves (700mm diameter) including their relative parts such as shafts, couplings etc.
- Measurement and marking through welding and painting of new draft marks

on both sides of the Dry Docks gates at 20cm intervals on the port sides and ½ foot intervals on the starboard sides.

**IMPORTANT NOTES:**

- 1) In order for PPA to have a clear understanding of all Technical Proposals, if the documents of this folder are presented in the Greek language, they should be also translated into the English language otherwise only in the English language.
- 2) The Technical Proposal must not include any financial information. Any financial information in the Technical Proposal will invalidate the Offer.
- 3) The Candidate should have a clear understanding of the abovementioned works before any Offer is submitted and must obligatorily arrange a site visit at PPA premises.
- 4) In order to permit the smooth operation of the Dry Docks, at least one Dry Dock should be operational at all times, therefore repair works will be carried out separately, initially on the one (1) set of gates in the agreed Dry Dock and upon completion shall start works on the second set of gates of the second Dry Dock (Final schedule to be agreed prior to contract signing).
- 5) The repair works shall be supervised on behalf of PPA by a Class Surveyor who may request any extra works.
- 6) Extra works according to the instructions of Class Surveyor shall be separately offered in a new quotation thereafter. PPA, at its absolute discretion, reserves the right to request for more than one quotation for the extra works and proceed with a separate call for tender, if needed.
- 7) Cranes, water and electricity shall be provided by PPA.
- 8) The winning Candidate shall also be responsible for cleaning the working areas once repair works are completed, leaving the dock in a safe and workable manner.
- 9) The winning Candidate shall recognise the relevant workers of the project to Piraeus Labour Inspectorate and PPA prior to starting works.
- 10) The winning Candidate shall also arrange to have a safety engineer on-site

and to adhere with any other legal requirements according to Greek Law for the aforementioned repair works.

11) The winning Candidate shall also be responsible to provide the following documents to PPA, prior to contract signature:

- A Health and Safety Plan, issued by the safety engineer of the Candidate.
- A third-party insurance contract, in which PPA SA and the Hellenic Republic should be named as co-insured (in accordance with article 17 of the HRCA- Law 4404/2016), required during the period of works and before the commencement of works as stated below:

**All-Risk Insurance of the Project:** The Contractor shall insure all constructions and materials on site for any risk of physical loss or damage to the work, including, but not limited to, fire, thunder, storm, flood, earthquake, sedimentation, slipping, waste disposal etc. up to the value of their complete reconstruction of 50,000 euro's per event and 100,000 euro's cumulatively for the entire insurance period.

**Third Part Liability:** Bodily injury per person: 50.000 euro, Bodily injury per accident EUR 100,000, Damages to or loss of property per accident independently from the number of persons' injuries: 100.000 euro. **Employers Liability Insurance:** Bodily injury per person: 50.000 euro, Bodily injury per accident EUR 100,000

- Licenses and certificates of equipment and vehicles.
- Licenses and certificates of operators and welders.
- Any other relevant work permits.

- All the official documents, stated in the binding declarations of paragraphs xii and xiii of the sub folder of Participation Supporting Documents.

### GENERAL TERMS – EVALUATION PROCEDURE

1. This Call is expressly not a Contract between PPA and the Candidate, or an offer to Contract.
2. The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and process) and (b) will immediately proceed with the review and evaluation of the fulfilment of the Prequalification Criteria (ON/OFF) set above in par. Prequalification Criteria (pages 11,12 of the Call). The Offers that were duly submitted and satisfy the ON/OFF criteria will be defined by the Evaluation Committee as Offers that are acceptable, and then the Evaluation Committee will proceed with the unsealing and the evaluation of their subfolders of technical proposals. The Sub-folder of Financial Offer shall be unsealed only for those Candidates, whose Offers were duly submitted and satisfy the ON/OFF criteria (Prequalification criteria) as well as the minimum requirements described in Annex B of the present Call.
3. In case less than three candidates' offers are submitted or 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. After the cancelling of the tender procedure negotiation procedure may be carried out. In that case PPA retains the right to negotiate with the participants who fulfil minimum technical requirements and the criteria of personal standing prescribed above (par. Subfolder of Participation Supporting Documentation – numbers i,ix ,x, xii,xiii). During negotiation procedure PPA will request from the above-mentioned participants to submit in a sealed envelope (not through email) improved offer within 3 working days without altering any of the technical/ quality/ specifications of the already submitted offers.

SUB-FOLDER OF FINANCIAL PROPOSAL

The sealed sub-folder of the Financial Proposal shall include the financial offer of the candidate in Euro with full details according to ANNEX D format.

Terms and conditions

- All prices should be stated in Euros excluding VAT.
- No invoices should be issued without prior written acceptance from PPA SA.
- All costs regarding personal insurance should be borne by the Candidate.

Legal frame:

The tender procedure shall be conducted in accordance with:

- i. Law 4404/2016 (Government' Gazette 126/A/8.7.2016) ratifying the Concession Agreement entered into between the Hellenic Republic and PPA, regarding the use and exploitation of certain areas and assets within the Port of Piraeus of 24 June 2016 (Art. 1), together with its annexes. In accordance with the terms and provisions of the above agreement, the Hellenic Republic grants PPA the exclusive right to possess, use, manage, maintain, improve and exploit the assets conceded therein.
- ii. The EU General Data Protection Regulation in force (EU 2016/679).
- iii. All relevant applicable Greek legislation.
- iv. PPA S.A.'s Regulation for the award of Works, Services and Procurement in force.
- v. The provisions, terms and conditions outlined in the Present Call.
- vi. In addition to the above, the Tender Document with its attachments and other information on the basis of which the tender procedure is conducted for the selection of the Contractor for the project consist of the documents cited below. In case of a doubt or discrepancy among the content of their terms, the rank of validity of those documents is as stated below:
  - a. The Contract to be signed.

- b. This Call.
- c. The Financial Proposal.
- d. The Technical Proposal.

## **5. TENDER AWARD**

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The tender shall be awarded to the Candidate who provides the lowest financial offer among those whose Offers adhere to the terms of this Call and fulfill the Prequalification Criteria (ON/OFF Criteria) as well as the requirements provided in ANNEX B: TECHNICAL SPECIFICATIONS of the present.

Candidates' Offers shall be subject to evaluation on the basis of adherence to the terms of this document and minimum requirements provided in the chart provided in Annex B - 'Technical Specifications'.

The Evaluation Committee appointed by PPA shall evaluate the proposals on the basis of their responsiveness to the requirements set by this Call.

## **6. PAYMENT TERMS**

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### *Payment Terms*

Payment terms are indicative and are as follows:

- 20% of the contract amount shall be paid as advanced payment within 15 days after signing of the contract, provided PPA will have received upon signing of the agreement:
  - (i) A Good Performance Letter of Guarantee equal to 5% of the amount of the contract excluding VAT, valid until the expiration of the warranty period.
  - (ii) An Advanced Payment Letter of Guarantee equal to 15% of the amount of the contract excluding VAT, valid until the final acceptance of the repair/overhaul works from PPA according to Article 7 hereof and final payment clearance of the Contractor.
- 80% upon completion of repair/overhaul works and final acceptance from PPA SA.

(The candidate also has the right to propose alternative payment terms though shall be subject to evaluation and acceptance of PPA management).

## **7. ACCEPTANCE**

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### **Acceptance**

All acceptance inspection shall be conducted within thirty (30) days after completion of works. A team of PPA members will be responsible for the inspection and acceptance of repair works according to the signed Contract.

PPA team members shall sign the Acceptance Report only when all of the following conditions are met:

- PPA regards that the works are fully compliant with the requirements of the Call and the Contract.
- Any defects and problems detected during the acceptance inspection have been solved by the Contractor (at its own expenses) and agreed by PPA.
- PPA has received all items and documentation specified in the Contract.

Only when the Acceptance Report has been signed by PPA, then can the Contractor be paid the remaining balance of the agreed amount.

## 8. WARRANTY

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### *Warranty*

The Candidates must provide and state in writing within the technical offer the terms of the warranty for the equipment.

The provided warranty periods shall be as mentioned below:

- 1) At least twelve (12) months for the electro-mechanical equipment and sheet metal works.
- 2) At least twenty four (24) months for the painting quality.

Any additional free warranty provided will be taken into account for the Supplier's selection. Components which are repaired or replaced during the warranty period shall be subject to the remaining original warranty period plus one year.

The delivery time of the electro-mechanical equipment's spare parts within the warranty period, should not exceed ten (10) working days from the written request of PPA unless otherwise agreed in writing by both parties.

Within the warranty period the Supplier should be able to send an experienced repair team within ten (10) working days from the written request of PPA unless otherwise agreed in writing by both parties.

### **IMPORTANT NOTE:**

The provided warranty periods shall take effect from the date of signing of the Acceptance Report according to Article 7 of this Call.

## **ANNEX A: FORM OF PARTICIPATION TO TENDER BANK GUARANTEE (PARTICIPATION BOND)**

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(TENDER BANK GUARANTEE)

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 "Call of Tender for the award of the repair of two (2) entrance steel gates of Vasiliadi Coast Dry Docks.", issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated .....  
.....2019 (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 honor 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 four (4) months 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 B: TECHNICAL SPECIFICATIONS

	<b>PPA Requirements</b>	<b>Remarks/Comments</b>
1	Hydro blasting (1000-1200 bar) and (hammering where needed) in and out of the steel floating structure	Methodology of cleaning to be mentioned
2	Renewal of steel plates and stiffeners with certified (A Grade) mild steel (scaffolding included)	Estimated at 12,000 kg's
3	Painting in and out of the Dry dock gates with (1)one T/U, (1)one F/C of marine epoxy paint and (1) antifouling paint on underwater area. DFT of each coat 100μ Paint Guarantee for (2) two years.	Paint spec and brands to be proposed including warranty period
4	Replacement of old destroyed rubber along the pier contact channels of the gates, after cleaning and painting of the steel channels	As per sample, 140m
5	Replacement of 8" inlet and outlet valves (materials & works).	8 pcs as per sample
6	Replacement of damaged vertical ladders in inner areas of the gates.	34m
7	Aluminium anodes purchase and placement in inner spaces (materials & works)	30 pcs/ 8kg each
8	Maintenance works & repairs where needed of the pumping system of the Dry Docks gates including motors, pumps, etc.	2 pcs
9	Fabrication and installation of two (2) steel bases for the air compressors in the pump room.	2 pcs

10	Repair/overhaul of main valves (ø700mm) including their relative parts such as shafts, couplings etc.	4 pcs
11	Measurement and marking through welding and painting of new draft marks on both sides of the Dry Docks gates at 20cm intervals on the port sides and ½ foot intervals on the starboard sides.	According International Load Line Convention
12	Extra works	Unforeseen works to be found during the repair project, will be subject of negotiation
13	Acceptance of the project	Acceptance of the project will include but not limited to, successful testing of the operation of each gate as per INSB requirements
14	Drawings and technical specification	Construction drawings of the steel gates are to be fabricated during the repair for the issuance of Class certificates. On site evaluation is essential in order to submit quotation.
15	Completion time of project stated in weeks.	Provided offers must include equal or under four (4) weeks completion time, starting from the installation of the contractor and the contract's signature and ending with the acceptance of the project repair works by PPA's relevant committee



## **ANNEX C: STEEL GATE SKETCHES**

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Attached Pdf File "PLANS"



PLANS (1).pdf

## ANNEX D: FINANCIAL PROPOSAL SUBMISSION FORMS

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\_\_\_\_\_ [Date]

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [.....] in accordance with your Call entitled "CALL OFTENDER FORTHE AWARD OF THE REPAIR OF TWO (2) ENTRANCE STEEL GATES OF VASILIADI COAST DRY DOCKS" dated (\_\_\_\_\_) [Date] and our Offer.

Our attached Financial Proposal is for the sum of Euros (\_\_\_\_\_)

[Amount in words and figures] and is our full and final offer that does not include VAT.

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for two (2) months (+two (2) months according to article 4 of the Call, if requested by PPA) after the expiry of submission date of the offers according to the Tender terms.

The analytical breakdown of the financial proposal is hereby listed in tables F.1 below:

Financial Table F.1

	<b>PPA Requirements</b>	<b>Financial Proposal in Euro's</b>
1	Hydro blasting (1000-1200 bar) and (hammering where needed) in and out of the steel floating structure	
2	Renewal of steel plates and stiffeners with certified (A Grade) mild steel (scaffolding included)	
3	Painting in and out of the Dry dock gates with (1) one T/U, (1)one F/C of marine epoxy paint and (1) antifouling paint on underwater area. DFT of each coat 100μ Paint Guarantee for (2) two years.	
4	Replacement of old destroyed rubber along the pier contact channels of the gates, after cleaning and painting of the steel channels	
5	Replacement of 8" inlet and outlet valves (materials & works).	
6	Replacement of damaged vertical ladders in inner areas of the gates.	
7	Aluminium anodes purchase and placement in inner spaces (materials & works)	
8	Maintenance works & repairs where needed of the pumping system of the Dry Docks gates including motors, pumps, etc.	
9	Fabrication and installation of two (2) steel bases for the air compressors in the pump room.	

10	Repair/overhaul of main valves (ø700mm) including their relative parts such as shafts, couplings etc.	
11	Measurement and marking through welding and painting of new draft marks on both sides of the Dry Docks gates at 20cm intervals on the port sides and ½ foot intervals on the starboard sides.	
<b><u>TOTAL COST</u></b>		

Our payment terms are the following:

We understand you are not bound to accept any Proposal you receive and that we will not be entitled to receive any additional compensation for our proposal and that we will not have a right of renegotiation or reconsideration of this amount, without prejudice to Article 4 hereof.

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

**ANNEX E: FORM OF GOOD PERFORMANCE BANK GUARANTEE  
(PERFORMANCE BOND)**

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(TENDER BANK GUARANTEE)

PUBLISHER.....

Date of issuance .....

To: Piraeus Port Authority SA  
Akti Miaouli 10  
185 38 Piraeus

Our Letter of Guarantee No ..... for euro .. .....

Herewith, we guarantee, irrevocably and unconditionally, waiving the right to divide and to require the debtor to pay first, in favor of {In the case of an individual company: ..... Street ..... Number ..... postcode. ....} ("the Company") and up to the amount of euro ....., for the good performance of the contract .....

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.

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.

No approval, act or consent on the part of the Company, 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.

Subject to below paragraph, this letter of guarantee 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.

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.

(Authorized signature)

## **ANNEX F: FORM OF ADVANCE PAYMENT BANK GUARANTEE**

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(TENDER BANK GUARANTEE)

Piraeus Port Authority S.A. (PPA S.A.)  
10, Akti Miaouli  
185 38, Piraeus Greece  
Date: .....

Dear Sirs,

**1.** We have been informed that:

You have concluded an agreement (hereinafter referred to as the 'contract') with the company under the name [...] (hereinafter the 'Contractor') with its head offices located at [...] for the "AWARD OF THE REPAIR OF TWO (2) ENTRANCE STEEL GATES OF VASILIADI COAST DRY DOCKS" at a total price of euro [...] according to the contract, the Contractor is required to provide you with an advance payment bond in the amount of euro [.....].

**2.** This being stated, we, ..... bank,... (address), irrespective of the validity and the legal effects of the contract and waiving all rights of objection, defence, discussion and division arising from the principal debt, hereby irrevocably undertake to pay immediately to you, upon your first demand, any amount up to euro [...] upon receipt of your first written request for payment along with your written confirmation that the Contractor has failed to fulfil his contractual obligations under the contract and to refund aforementioned advance payment.

**3.** Our bond is valid until [.....] and expires in full and automatically, irrespective of whether the present document is returned to us or not, should your written request for payment and your above-mentioned written confirmation not be in our possession by that date at our counters in [.....] bank of [.....], [.....bank address.....].  
With each payment under this bond our obligation will be reduced by the amount of such payment.

**4.** This bond shall be governed and construed in accordance with the laws of Greece. All claims and disputes arising in relation to this bond shall be resolved before the courts of Piraeus, Greece and we submit to the jurisdiction of such courts.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]