



**CALL OF TENDER (Decision No 395/06-04-2017)  
FOR THE AWARD OF PROCUREMENT OF ONE  
FLOATING DOCK**

**Important Note:** Interested Parties are invited to submit their offers until 8<sup>th</sup> May 2017 included and at 15:00 hours.

**Thursday, 6<sup>th</sup> April 2017**

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## 1. IN GENERAL

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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 Ltd entered into a Shares Purchase Agreement (hereinafter: SPA) 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.

## **2. CONTRACTING AUTHORITY – SCOPE OF TENDER**

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### (i) The Contracting Authority

The Contracting Authority is PPA.

The address to which the offers are submitted is:

Piraeus Port Authority S.A.  
Central Protocol  
10, Akti Miaouli  
185 38, Piraeus, Greece

### (ii) Scope of Tender

The scope of the Tender shall be the procurement of one (1) floating dock as detailed below with delivery time: **November 15<sup>th</sup> 2017** CIF – be ready to operate “Turn Key” at Perama Ship Repair Zone of P.P.A.

It is clarified that the delivery of the Floating Dock by the time specified herein is absolutely essential for PPA, and that any delay of the selected Supplier in delivering the Floating Dock beyond that date shall cause huge damages and losses to PPA the full extent of which cannot be ascertained at the time of issue of this Invitation to Tender.

PPA should be notified in writing at least 2 months before the exact delivery date.

PPA has the right to request a later delivery of the Floating Dock due to drastic change in the economic sector or business operation environment.

The installation works of the floating dock will be performed by PPA with the assistance of the Contractor’s personnel.

The cost regarding the Tug Boats needed after delivery will be borne by PPA S.A.

The cost of Anchorage to Dock pit will be carried out by PPA S.A.

The Contractor has the obligation to send expertise workers on site for commissioning and bear all relevant expenses.

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

This Call for Tenders is available at the Technical Directorate of PPA (10, Akti Miaouli, 185 38, Piraeus, Greece, Information by Mr Pantelis Kazatzis) during working days and hours. Therefore, Interested Parties may also receive (if they wish) a hard copy of the Call for Tenders, until 7 days (included), prior to the expiry of the time limit for the submission of offers, from the above directorate.

Interested Parties may receive additional information or clarifications in relation to this call for Tender, by submitting questions up to 10 days (included) prior to the expiry of the time limit for the submission of offers in writing to the Technical Directorate of PPA by fax at +30 2104550187 or by e-mail at: [procurement@olp.gr](mailto:procurement@olp.gr)/[kazatzisp@olp.gr](mailto:kazatzisp@olp.gr). After the lapse of the above time limit no other communication or request for clarification as to any terms of the Call for Tenders may be acceptable. Written responses by PPA S.A. are notified to all Interested Parties until two (2) working days prior to the expiry of the time limit for the submission of offers.

**The time limit for the submission of offers is 8<sup>th</sup> of May 2017 until 14:00 Greece time.**

Candidates are not allowed to refer to verbal responses or clarifications by PPA S.A.

### 3. DEFINITIONS

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

- a) “Contracting Authority” the society anonyme under the corporate name “Piraeus Port Authority S.A.”
- b) “Authorized Representative”: a legal representative of the Candidate (according to the Candidates statutes/bylaws) thereof 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 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”: the said document;
- e) “Candidate”: The legal entities/companies participating in the Tender by submitting an Offer for the supply of equipment and services that are subject matter of this tender notice;
- f) “Central Protocol”: The office of PPA’s central protocol located at PPA’s premises at 10, Akti Miaouli, Piraeus, Greece;
- g) “Contractor or Supplier”: the candidate to whom the procurement contract will be awarded, by virtue of the contract to be drafted and signed”
- h) “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;
- i) “Evaluation Committee or Committee”: is the committee awarded with the authority to unseal and evaluate the Offers;
- j) “Offer”: The offer to be submitted by the Candidates in the frame of this Tender and/or the main folder of the offer which includes three sub-folders: (i) the Participation Supporting Documentation, (ii) Technical Offer and (iii) the Financial Offer;

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

Since PPA is a private-owned company and due to the immense importance of the procurement (both for PPA and the Hellenic Republic and consequently for the public interest) no objections in relation to the content of this Call (if submitted) will be examined by PPA.

PPA, at its absolute discretion, has the right to cancel or repeat the Tender at any stage of the procedure.

PPA may also cancel the outcome of the Tender and to resort to the procedure of negotiations, when there is an emergency cause, which is not due to PPA.

##### *The submission of offers*

The Offers shall be submitted to PPA's Central Protocol **only in English language** in person by the Candidate's Authorized Representative.

Alternatively, the Offers may also be sent to PPA's Central Protocol by registered post upon proof of receipt dated no later than **8<sup>th</sup> of May 2017**.

The Candidates are responsible for dispatching the sealed Folder of Offer thereof until the receipt of such Folder of Offer by PPA. Any insurance cost, custom duties and transport charges are borne by the Candidate.

The Candidate is responsible for and accepts 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 thereof.

Offers submitted after the above date and time are overdue and are returned without being unsealed.

##### *The Offer Documentation*

The Offers (Participation Supporting Documentation, 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, all drafted in the English language or officially translated in the English language.

On the Folder of Offer the following must be clearly written:

- The word «OFFER».
- The number and the title of the Invitation to Tender.
- The date of conducting the Tender.
- The detailed data of the Candidate.

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

- the Sub-folder of Participation Supporting Documentation,
- 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 written: «PARTICIPATION SUPPORTING DOCUMENTATION», «TECHNICAL PROPOSAL», «FINANCIAL PROPOSAL».

##### *Eligible Candidates*

Eligible to participate in the Tender are companies or group of companies satisfying the following requirements:

1. Candidates should be the owners of the floating dock.
2. Candidates should be registered with one of professional or Trade Registers kept in their Country of origin or relevant professional Register worldwide with a scope of works relevant to the project.
3. Candidates/Companies must have proven a competitive experience in manufacturing or reselling similar size floating docks.



#### Validity of offers

Offers are valid and binding upon the Candidates **for six (6) months** from the submission deadline date. Any offer which sets forth a term of validity less than the above mentioned is rejected as unacceptable. Participants are advised that they may be asked to extend the validity of their proposals by a **further three (3) months**.

It is at PPA's sole discretion to consider all proposals be void and invalid and cancel the whole bidding process. No compensation will be paid to the bidders under this circumstance.

(i) True and Correct statements

Each Participant understands that the information contained in its 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 Participant to be true and correct. Furthermore, each Participant 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 may include (but are not limited to):

If any information provided by the Participants is found to be incorrect or if a Participant fails to verify any information provided in the Proposal in response to PPA's request.

(iii) Negotiations

When the evaluation of the Proposals is completed, PPA will enter into negotiation with the preferred Participant or Participants to conclude the Contract, where more terms and conditions, warranty and letter of guarantee details could be evaluated.

It's at the Contracting Authority (PPA S.A.) sole discretion to request from the candidates at the end of such negotiations to submit a Best And Final Offer.

#### Bank Guarantees

Candidates, when submitting their offers, must (a) provide the participation Tender Bank Guarantee issued by an Eligible Bank, in accordance to Annex A, of one hundred thousand Euros (100,000.00€) or (b) provide the necessary documentation that an equal, to the Tender Bank Guarantee, amount of one hundred thousand Euros (100,000.00€) has been deposited, transferred and was made available as guarantee (hereinafter: the Guarantee Amount) for the participation of the Candidate in the Tender, in one of the following PPA's bank accounts:

 ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ	GR1501101900000019050500651
 <b>ALPHA BANK</b>	GR71 0140 1250 1250 0232 0006 462
 <b>Eurobank</b>	GR4902600250000440201113841
 	GR85 0172 1140 0051 1403 2172 486

The Tender Bank Guarantee will be released or the Guarantee Amount will be returned by PPA to unsuccessful Candidates within ten (10) working days from the completion of the Tender and to the successful Candidate upon signature of the contract. The

above guarantee (irrespective of its type) will be called upon if the Candidate does not fulfil all obligations stated in its tender.

Any other letter of guarantee needed from the selected Contractor (i.e. Performance, Advance payment if any etc.) will be further discussed during contract negotiations.

#### SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTATION

The Sub-folder of Participation Supporting Documentation shall include the Candidates following documents, on the sanction of rejection of the Offer:

- i. A brief description of the Candidate's legal entity and means.
- ii. A copy of certificate of incorporation (or equivalent), issued within the last 12 months from the date of the Tender
- iii. A copy of statutes/by laws (or equivalent)
- iv. Latest Audited Financial statement
- v. Certificate of good standing bearing the Apostille of Hague
- vi. Official proof that the person signing the Offer is legally binding the Candidate.
- vii. 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 Participant to any questions PPA may have, and to sign the Agreement.
- viii. Regarding the Floating Dock the following participating documents must be submitted:
  - a. Certificate of Registry
  - b. Certificate of ownership
  - c. Tonnage certificate
  - d. Deletion certificate. In case that a deletion certificate cannot be provided, then a charge certificate and a letter of undertaking stating that a deletion certificate will be provided within one month from the registration.
  - e. Certificate of Custom clearance
- ix. Proof of Evidence of that the Floating dock is free from all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever. The Supplier hereby undertakes to indemnify the buyer against all consequences of claims made against the Vessel which have been incurred prior to the time of delivery.
- x. The last Special Survey Report of the offered Floating Dock
- xi. A Binding Declaration of the Candidate:
  - 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 create any right to compensation for the Candidates;
- xii. details of the procedure agent (in Greek "αντίκλητος") – if any - appointed by the Candidate to act as a contact person for all communications between the PPA and the Candidate, including name, address, email address, phone and fax numbers and email address;
- xiii. full contact details for the Candidate's Authorized Representative (including full name, address, phone and fax numbers and email address);
- xiv. The candidate should provide the following relevant certificates or certified copies of each according to applicable law:
  - (a) Certificate of their country of establishment stating that the participant is not bankrupt or is the subject of insolvency or winding up proceedings.



- (b) Certificate of their country of establishment stating that the participant is not under mandatory administration.
  - (c) Certificate of their country of establishment stating that the participant 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.
- xv. A table list of track record regarding previous relevant experience. This list shall contain among other things a brief description of the track record and information about the type of manufacture e.t.c.

Certificates at the time of delivery

The above mentioned participating documents must be valid at the time of contract signing and will be re submitted where applicable according to PPA SA needs.

SUB-FOLDER OF TECHNICAL PROPOSAL

The Sub-folder of technical proposal shall also include the following documents (original or duly certified copies, where applicable), as evidence of compliance with the requirements of this invitation to tender.

Technical Proposal should include a description of the offered floating dock in order to sufficiently demonstrate the participant's understanding of PPA's specific requirements according to this call for delivering the Floating Dock CIF – turn key to the aforementioned premises until **15th November 2017**.

Technical Specification Requirements

1. It is preferable that the floating dock's **building time** should be **no more than 10 years**.

Main characteristics	Unit	Technical requirements
Length overall	(m)	220~250
Length of pontoon	(m)	205~235
Length of tower walls	(m)	205~235
Breadth between outer tower walls, moulded	(m)	44~50
Breadth between inner tower walls, moulded	(m)	36~42
Net breadth between inner tower walls, moulded	(m)	35
Width of tower walls	(m)	4~5
moulded depth (top deck above base line)	(m)	16~18
Height of safety deck, moulded	(m)	10~12.5
Maximum immersion depth from base line	(m)	< 15
Operating draft	(m)	4.2~4.5
Height of keel block	(m)	1.5
Height of pontoon deck at centre line, moulded	(m)	4.75~4.85
Height of pontoon deck at tower inside, moulded	(m)	4.55~4.65
Frame spacing	(m)	0.625
Keel block spacing	(m)	1.25

Floating time based on docking vessel	(min)	125
Water depth above keel block upon maximum immersion	(m)	8.1
Lifting Capacity	(t)	21000~24000

2. Floating Dock type: Caisson type
3. Power supply
  - Main power supply: 10KV high voltage shore power
  - Backup Power: 380V shore power
  - Emergency power supply: 380V, 150KW
4. Dock crane configuration: Not less than 2 sets
5. Lifting capacity: 22t~30t, 5t~10t per each

The Floating Dock (including dock cranes) should satisfy with the requirements of Classification Society's rules & regulations, in agreement with the Greek Legislation.

The Technical Proposal should also include proof for the following:

- a) Proof of the capacity to provide the tender procurement in the required time, taking into consideration all contractual obligations of the Candidate;
- b) Proof that their current situation allows the prompt delivery of the required procurement and services;
- c) Proof that the Candidate has recognized and identified the special circumstances of the specific tender;
- d) Detailed Technical specifications to confirm the above mentioned requirements included in tabular format and any other supplementary i.e. as built indicative drawings, general layout.
- e) Installation Layout of the new floating dock at the West (II) Pier in replacement of the small one-Piraeus II.
- f) Description of the installation technique and specifications, i.e. civil engineering works, excavations, onshore construction works, poles fixation etc.
- g) Additional information regarding environmental protection equipment-system that is probably required to be installed in to the Floating dock, i.e.:
  - i. Drainage system (filters, waste water collector tank)
  - ii. Specifications of coatings
  - iii. Hydro and sand blasting permanent equipment and environmental protection systems like pumps, collector tanks for used sand etc., curtain system, isolation membranes and boxes, waste water collector tank, air filtration system etc.

#### Spare Parts

The participants are required to submit the following **within their technical offer**:

- a. A detailed list of Spare Parts with the following information:
  - i. Name description
  - ii. Drawing
  - iii. Suppliers Part Number
- b. Furthermore, the awarded Supplier should provide an official price list of all the spare parts. Any change in the price list we be notified promptly to PPA together with a new price list. For this purpose the awarded Supplier will be required to submit a declaration of law during the contract sign period for complying with the above requirements.

- c. The awarded Supplier should provide a discount on the official list price for 10 years and a formal declaration commitment for being able to supply spare parts for this decade.
- d. The delivery time of Spare Parts after the warranty period and for urgent cases, should be not more than 5 working days from the written request from PPA.
- e. After the warranty period, in case PPA cannot solve a problem, the Contractor should be able to send an expert engineer within 5 working days from the written request from PPA.

Participants should confirm at least all the above specification requirements in the same sequence and numbering.

**IMPORTANT NOTE:**

The Technical Proposal must not include any financial information. Any financial information in the Technical Proposal will invalidate the Proposal.

**SUB-FOLDER OF FINANCIAL PROPOSAL**

The sealed folder of the Financial Proposal shall include the financial offer of the Candidate in Euro with full details according to ANNEX B format.

**Terms and conditions**

- All prices should be stated in Euro, CIF PERAMA SHIPYARD, PIRAEUS, GREECE, excluding VAT and customs clearance.
- No invoices should be issued without prior written acceptance from PPA SA.
- The project proposal should be quoted on the basis of "Turnkey Project".
- All costs regarding shipping, insurance and third party survey should be borne by the Candidate.

## **5. TENDER AWARD – THIRD PARTY INSPECTION**

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### *Tender Award*

The selection of the contractor shall be effected on the basis of scores by the Evaluation Committee and the final decision will be made by Top Management.

The Candidate achieving the highest combined technical and financial score will be ranked first. Scoring method is PPA SA's internal procedure.

### *Third Party Inspection*

Third Party Inspection will be carried out before and after transportation and delivery of the Floating Dock. Further information will be discussed before contract signing.

## **6. TRANSPORTATION TERMS & DELIVERY – COMMISSIONING & INSTALLATION - PAYMENT**

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### Transportation Terms & Delivery

The Floating Dock will be delivered CIF PERAMA SHIPYARD, PIRAEUS, GREECE. All costs related to transportation, insurance e.t.c. will be borne by the Supplier.

### Commissioning & Installation

Commissioning and Installation details will be further discussed before contract signing.

### Payment Terms

Payment terms are indicative and are as following:

- 15% of the contract amount as advanced payment after signing the contract and payable within 30 days after signing of the contract and after issuance of the good performance letter of guarantee is provided to PPA. Also a guarantee letter of amount equal to the advanced payment amount will be required. (Proforma Invoice is required)
- 30% upon the Floating Dock's shipment starting from the Supplier's country. (Proforma Invoice is required).
- 40% upon the Floating Dock's arrival at PERAMA SHIPYARD. (Proforma Invoice is required).
- 10% after installation, test and final acceptance of the Floating Dock. Final acceptance should be signed jointly by the Supplier and PPA. (Proforma Invoice is required)
- The remaining 5% will be paid one (1) year after the final acceptance by PPA. (Proforma Invoice is required).

Participants are required to accept the above proposed payment terms. Notwithstanding, participants can submit their own payment terms proposals; nevertheless, it is up to PPA's sole discretion whether to accept such proposals.

## **7. SUPERVISION – APPLICABLE LAWS - WARRANTIES**

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### Supervision

PPA has the right to assign their staff or/and third party approved by both parties to inspect the Floating Dock anywhere, and the Supplier shall provide necessary support and assistance for that.

### Applicable Laws

The agreement to be entered between PPA and the selected Candidate (the “Agreement” or the “Contract”) shall be governed by, construed and enforced in accordance with the laws of England.

The parties will make every effort to settle amicably any dispute or difference, which may arise concerning the interpretation or the execution of the Agreement. Should such amicable settlement not be achieved within 30 days following the first correspondence between the parties relating thereto, such dispute shall be finally referred to Mediation or Arbitration proceedings in London in accordance with the rules London Maritime Arbitrators Association and otherwise in accordance with the provisions of the Arbitration Act 1996 (as later amended, reenacted or replaced).

### Warranties

Floating Dock warranty will be equal to 5% of the contractual price and will be further specified during contract negotiations.

The warranty period for the Floating Dock should be extended until the next special survey for the Supplier after the date of “Turnkey” and should be accompanied by a letter of guarantee.



## **8. DOCUMENTATION & MANUALS - PRICING**

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### Documentation & Manuals

The Contractor should submit the full documentation to PPA, such as:

- a) Detailed design drawings of metal construction,
- b) Operator manual (in English),
- c) Maintenance manual (in English),
- d) Spare parts books,
- e) Wiring diagrams,
- f) Electrical drawings
- g) Mechanical and hydraulic drawings,
- h) Any another document that PPA judges as reasonable appropriate.

All documentation should be delivered in three (3) copies of hardcopies and CDs.

In parallel with the Floating Dock, the Supplier will deliver all specific tools and instruments needed for control, maintenance and repairs, etc. The Supplier is required to provide a list of these tools with a full description and quantity in the technical section of this tender process.

### Pricing

#### a. Floating Dock

Amongst others, the below mentioned will be fully paid by the Contractor:

- 1. Traveling and logging cost in Greece/or anywhere for all Supplier personnel
- 2. All the test and certificate costs.
- 3. The cost for the initial technical support and maintenance.
- 4. All documentation, manuals, spare parts and specific tools and instruments as stated in this tender document.
- 5. All costs or fees related to visa application of Supplier personnel to enter Greece.
- 6. Costs for the floating dock's transportation, site assistance of floating dock's installation, testing, commissioning and handing-over the Floating Dock.
- 7. In general any other cost that may occur for the delivery of the Floating Dock fully functional and in tested operation mode.

#### b. Spare Parts and Tools Pricing

The Contractor is required to provide a detailed Spare Parts list containing prices, quantities and manufactory details for the trouble-free and without delays operation of the cranes for 7.300 (seven thousand three hundred) hours of operation (20 hours/day x 365 days) after the warranty period. The Spare Parts should be available for 10 years.

## **9. MAINTENANCE & AFTER SALES**

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### *Maintenance and after sales services*

For the regular maintenance, the Supplier is obliged to provide in a hardcopy and in a CD the regular maintenance plan and a list of all required spare parts distributed in a time base, according to working hours.

The awarded Supplier is required to perform (free of charge for all equipment and services) the first (1st) initial maintenance and the next two (2) periodic maintenances that the official maintenance plan indicates. The lubricants will be provided by PPA.

The following after sales services have to be provided to PPA by the Supplier:

1) Technical training

Part of the technical training will be performed at the PPA's premises. The Supplier will at its own cost send an experienced electrical engineer, an experienced mechanical engineer, an experienced dock-crane driver as the trainers. The Supplier is required to teach the maintenance team from the PPA for the repairing and maintenance procedure. The training will last for 30 days, with no less than six (6) hours per day.

2) First stage of normal operation (6 months)

During first stage of normal operation (6 months) the Supplier will send at least two relevant technicians and engineers to the PPA's site for 24 hour service and to provide assistance to the PPA in equipment operation and trouble-shooting. Notwithstanding, technicians or engineers from the Supplier have to stay after 12 months, until the equipment can function normally.

## **ANNEX A: FORM OF TENDER 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 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 "PPA S.A. CALL OF TENDER FOR THE AWARD OF PROCUREMENT OF ONE FLOATING DOCK", issued by Piraeus Port Authority S.A. ("PPA" or "you") and dated ..... / 2017 (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 EUR one hundred thousand (€ 100.000,00).

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 Participant(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 Participants, 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 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 Athens, Greece shall have exclusive jurisdiction to resolve any disputes associated with this instrument.

Respectfully,

For [Eligible Bank]

[Authorized Signatures]

## APPENDIX B: FINANCIAL PROPOSAL SUBMISSION FORMS

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

To:

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

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [ONE FLOATING DOCK] in accordance with your Call entitled “PPA S.A. CALL OF TENDER FOR THE AWARD OF PROCUREMENT OF ONE FLOATING DOCK” 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 six (6) months after the expiry of submission date of the offers according to the tender terms.

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.

Yours sincerely,

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

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

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

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