

Piraeus, 03/08/2022

INVITATION FOR SUBMITTING OFFERS

Piraeus Port Authority S.A. announces a tender for the implementation of the Digital card mechanism in accordance with labor law 4808/2021 obligation.

Award criterion shall be the total lowest price.

Interested parties are invited to submit their interest in writing, **until Friday, 05th August 2022, cob**, by signing the attached NDA agreement and send it via email to the following email address: procurement@olp.gr, in order to receive the following:

1. Technical specifications
2. Drawings
3. Financial Offer Template

The parties that will submit their interest at this stage will receive the aforementioned files, in order to be able to submit their offers, until **Tuesday, 16th August 2022** and at **12:00** hours (Athens time).

Offer submission will be completely electronically through email as follows:

- The offer shall be sent via e-mail to the following address: offersubmission@olp.gr
- The e-mail with the offer shall include two separate folders as follows:
 - a. technical offer including any participating documentation needed according to Tender terms. The technical offer folder shall be password protected.
 - b. financial offer which will be protected with **different** password from technical offer folder.

On the date and time of the evaluation of each stage (technical evaluation, financial evaluation) the requested **passwords only (different password for each stage)** should be sent to an e-mail which will be published to bidders upon request of PPA SA.

Within the technical offer the following must be included:

- Technical Description of all offered items (characteristics, specifications, type etc.)
- Professional and technical abilities (i.e. description and location of premises, offered products, available competent technical personnel, maintenance, repair services and after sales services etc.),
- Relevant compliance with quality standards must be included.
- The platform/readers manufacturer's collaboration letter is needed to clarify that the candidate can directly use their products to submit this tender.
- Related documents as proof the compliance of candidate to the tender.

Within the financial offer the following must be included:

- Financial Offer Template with the proposed prices.

Interested Parties may receive additional information or clarifications in relation to this Invitation for Submitting Offers, until (3) days included, prior to the expiry of the time limit for offers submission, by submitting questions in writing to the Procurement Dpt.

Remarks:

- All communication/NDA/Technical/Financial offer etc shall be in English language
- Proposed Payment Terms: 50% pre - payment (upon receipt of advance payment letter of guarantee) + 50% after final acceptance from PPA
- Delivery Terms : 8 weeks after written order and order acknowledgment by the contractor. A contract will also be signed.
- 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.
- 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.
- The expression of interest and financial offer must bind Candidates for a minimum period of ninety (90) days from the last date for submission of the offer.
- 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.
- 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 their knowledge during this Tender Procedure which is considered to be confidential.
- 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.
- The applicable law concerning the present Call as well as the Contract to be signed is the Greek Law.

For PPA S.A.
Acting as Assistant CEO
Ruan Guoliang

Attachments:

1. NDA

Non-Disclosure Agreement (NDA)
Confidentiality Clause for all Participants in the Tender
(persons and/or legal entities)

1. The Interested party shall keep all information it receives from Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.) or comes in its possession while participating in the tender/providing its services, strictly confidential also acting in accordance with the General Data Protection Regulation (GDPR) 2016/679 EU and all related legislation regarding the non – disclosure of confidential information. The Interested party shall not disclose any information deriving from or relevant to the Tender Procedure nor use the confidential information for its own or other purposes than participating in the present tender/providing its services. In the event that the Interested party breaches its confidentiality obligation deriving from the present NDA agreement, it shall be directly liable towards Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.), and Piraeus Port Authority S.A. (ΟΛΠ Α.Ε) may claim compensation for any material or moral damage it may sustain, request that Confidential information is no longer communicated, instruct that it does not reoccur in the future and, generally, exercise all their legal rights.
2. The confidentiality obligation pertaining to any confidential information coming to the Company's attention, its personnel and delegates, shall be effective throughout the whole term of this present Tender Procedure and also survive the termination of the RFP and quote procedure and up to 3 years, howsoever occurring, unless they involve:
 - a. information already published or accessible through bibliography and in any case not as a result of a breach of the Interested party's obligations,
 - b. information that was already legally known to the Interested party, prior to the execution of the present RFP and quote procedure, as evidenced by the Interested party's written records,
 - c. information that became known to the Interested party, after the termination of the RFP and quote procedure as evidenced by the Interested party's written records by another source and not Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.).
 - d. information for which the Interested party has a disclosure obligation, in compliance with any legal provisions or within the scope of implementing any Court ruling, order of a District Attorney's order or other binding judicial or administrative decision of any governmental agency, administrative or regulatory authority.
3. In the event that the Interested party breaches its obligations, undertaken by virtue of the present NDA, Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.) is entitled to claim compensation for any material or moral damage may sustain, without limitation, request that confidential information is no longer

communicated and instruct that it does not reoccur in the future and, generally, exercise all its legal rights. All Parties shall promptly inform each other and in any case within 48 hours, in the event of any unlawful disclosure of confidential information pertaining to it, by making a specific reference to the incident and to the action taken in the meantime for the restoration of the loss or falsification of data belonging to Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.), and shall work together, providing every possible assistance to each other, in order to end the violation and avoid or minimize any adverse consequences. Given the difficulty to prove the extent of the damages, in the event of a breach of the present non - disclosure agreement, Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.) explicitly reserves every other legal right.

Name:

Date:

Authorized Representative:

Signature/ Stamp

***This declaration must be accompanied by the company's latest Certificate of Representation (GEMH or equivalent) to prove that the Declarant is a legal representative.**