

CALL FOR THE TENDER

For the Procurement of:

“Ship Generated Solid Waste Handling Services”

DECEMBER 2021

PIRAEUS CONTAINER TERMINAL SINGLE MEMBER S.A.

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GLOSSARY

“PCT SA” or “The Piraeus Container Terminal” means Piraeus Container Terminal Single Member S.A.

“Contracting Authority” means the PCT SA.

“PCT Port Zone”: the land and sea area of the PCT as defined in the waste reception & handling plan.

“Call” means the document, which envisages the terms and the conditions for the participation in the Tender, as well as the requirements for the provision of the Services by the Provider to be selected by PCT, as well as with any clarifications that will be provided during the Tender.

“Participant(s)” or **“Bidder(s)”** means the natural persons or legal entities/companies participating in the Tender by submitting an Offer.

“Tender” means the process initiated with the dispatch of the Call and concluding with the award/ signing of the Contract.

“Bid” means the documents submitted by a Participant in response to the Call for the provision of the Services. A Bid shall consist of the Technical Proposal and the Financial Offer.

“Technical Proposal”: has the meaning of para. 6.3

“Financial Offer”: has the meaning of para. 6.4

“Provider” means the legal entity or any person to whom the provision of Services will be awarded and who will perform the Service.

“Agreement” means the written agreement between the Contracting Authority and the Provider to whom the provision of the Service will be awarded.

“Services” means the provision of integrated Solid Waste Handling Services as described in Annex A

“Consultant” means the Participant’s personnel who will be performing services that shall cover primarily technical requirements, as well as functional business areas, for the implementation of the services that are the subject-matter of this Call.

“Equipment” means the minimum mechanical or/and any other equipment of any nature and the on-shore and off-shore means the Provider shall have at its disposal for the provision of the Services, according to the terms and the specifications of this Call.

“Machinery”: the minimum permanent equipment the Provider shall have at its disposal for

the provision of the Services, according to the terms and the specifications of this Call.

“Required licenses” all the licenses that shall be held by the Bidder for the entire duration of the Agreement, according to the legislation that governs the provision of the Services.

“MARPOL Convention” means the International Convention for the Prevention of Pollution from Ships, in its up-to date version.

“Waste from ships” means all waste, including cargo residues, which is generated during the service of a ship or during loading, unloading and cleaning operations and which falls within the scope of Annexes III, V and VI to MARPOL Convention, as well as passively fished waste.

“Cargo residues” means the remnants of any cargo material on board which remain on the deck or in holds or tanks following loading and unloading, including loading and unloading excess or spillage, whether in wet or dry condition or entrained in wash-water, excluding cargo dust remaining on the deck after sweeping or dust of the external surfaces of the ship.

“Port” means a place or a geographical area made up of such improvement works and equipment designed principally to permit the reception of ships, including the anchorage area within the jurisdiction of the port.

“Treatment” means recovery or disposal operations, including preparation prior to recovery or disposal.

“Facility” means a legally licensed non-hazardous solid waste treatment facility, in accordance with the terms and specifications of this Call for Proposals.

SECTION A-INSTRUCTIONS TO PARTICIPANTS

This Call to Tender is addressed to Bidders having the selection criteria defined here in for the provision of the Service.

Participants are required to submit a complete Offer for the totality of the required Services as described in this Call.

Under the conditions set out below, the Bidders that are allowed to participate in the tender procedure are:

A) Natural or legal persons established in a Member State of the European Union, in a Member State of the European Economic Area (EEA), active in the field of the Services, i.e. professionally active in the provision of Solid Waste Handling Services, registered in the relevant professional or trade register, if, according to the current legislation, their registration is required for the Service(s), and enrolled in the Greek Electronic Waste Register (WWM).

B) Joint Ventures or Group of companies/entities (herein after J/V) which meet the conditions in point A above.

IMPORTANT NOTE: Each Bidder shall participate with a single bid, upon penalty of disqualification. Notably, if a natural or legal person, submits an individual bid, he/she/it may not participate as a member of a Joint venture. Similarly, a natural or legal person participating in the present proceedings as member of a Joint venture may not participate as a member of another Joint venture.

In case of submission of a tender by a Joint venture, all its members are jointly and severally liable towards PCT.

Each Bidder must meet the above conditions and the selection criteria throughout the entire duration of the tender procedure.

The selection criteria are: Each bidder is required to document that he /she/it fulfills: a) the personal criteria set out in Article 4.1, b) the necessary experience as provided in Article 4.2, c) the financial and economic standing criteria set out in Article 4.3, d) the minimum technical skill criteria, as defined in Article 4.4 and in Annex A, attached herein. e) Technical Offer with the minimum content, as defined in Article 4.5. Additional criteria are presented in Chapter A (Details of Participant).

This document provides a guideline to Participants for the structure of their Bid. Also, it provides a schedule for submitting the Bid.

The Bid should be prepared and submitted in accordance with the following instructions:

1. GENERAL

PCT may, at its sole discretion, provide additional or supplementary information to Participants. Additional information and clarifications issued by PCT shall be deemed to form part of the Tender Documents.

For additional information from PCT, please send email to: Konstantinos.Ampelidis@pct.com.gr

Phone: +30 210 4099100 (8233)

PCT will not reimburse Participants for any cost they will incur related to this Tender.

All information provided by PCT should be treated as private and confidential and shall not be used for purposes other than participation to this Tender.

PCT has implemented the provisions of Regulation (EU) 2017/352 and all national legislation governing this port service.

2. PRESENTATION

All documents submitted in this Tender must be in English language. Financial Offers have to be in a percentage of two decimal places.

If the Bid includes any terms, conditions or specifications that vary or are in conflict with PCT's requirements as stated in the Tender Documents, then these terms, conditions or specifications will be considered null and void and the Bid will be rejected.

3. SUBMISSION OF BIDS

The Offers shall be submitted by each Participant itself or by the Participant's Authorized Representative electronically by contacting Mr. Konstantinos Ampelidis (Konstantinos.Ampelidis@pct.com.gr) in order to receive thorough guidelines to access the PCT corporate FTP platform. Each individual sub-folder (Technical Offer and Financial Offer) as well as the entire offer folder will be protected with different passwords which will be sent separately at each stage of the tender at the time, the way and to a specific email which will be notified by the PCT to all participants.

3.1. Time and date

Bids should be submitted at PCT's FTP platform by 16:00 hour local (Athens) time on the 2nd of February 2022 (closing date).

All documents should be sent in good time, using PCT's corporate FTP platform.

Late submissions will not be considered.

The Bid should be complete in every respect and in full conformity with the terms of this Call to Tender.

PCT reserves the right to extend the deadline for submission of the Offers. In that case, all the Participant's rights and duties shall be subject to the new deadline.

3.2. Place

Bids shall be submitted to PCT corporate FTP server via encrypted zip file format.

3.3. Submission specifications

1. The Bids (which include Technical Proposal and Financial Offer) are submitted in encrypted zip file format. All documents and materials shall be submitted in soft copy. The title of the general folder shall include:

- PCT's title and address, shown in paragraph 5.1. below
- The word «BID».
- The title of the Call.
- The date of conducting the Tender.

2. The general folder of the Bid includes two sub-envelopes closed and designated as follows:

- i. the Sub-folder–A - Technical Proposal, containing all documents referred to in Chapters A, B and C herein and ;
- ii. the Sub-folder B of Financial Offer, containing all documents referred to in Chapters D and E herein.

Within each encrypted sub-Envelope, Participants are required to include easily readable file (Microsoft "word .doc files" or Adobe ".pdf" format file) .

- The Sub-folder A shall contain Authorization Documents, Participation Guarantee and Technical Proposal (Unpriced) and shall include all documents specified in Chapters A, B and C herein, in softcopy form.
- The Sub-Folder B shall contain the financial offer (Contents Priced) and shall include all documents specified in Chapters D and E herein, in softcopy form.

The two folders shall be clearly marked with the indication "TECHNICAL PROPOSAL" or "FINANCIAL OFFER", as appropriate, and shall be placed in the relevant sub-folder (note: lack of proper identification may invalidate the Offer).

Any financial information in the Technical Proposal shall invalidate the Bid.

3.4. Validity

The Bids, including the Financial Offers of the Participants, shall be valid for a period of three (3) months from the submission deadline date.

Participants are advised that they may be asked to extend the validity of their proposals by a further three (3) months.

A Bid shall be and shall only be deemed to be accepted by PCT when a Letter of Award is communicated to the Participant by e-mail to its contact person. The date of transmittal of the e-mail notifying acceptance shall be deemed to be the date of acceptance of the Offer. Acceptance by PCT of a Bid submitted by a Participant shall create an irrevocable obligation of the Participant, immediately after the acceptance date, to enter into a contract with PCT.

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

3.5. True and Correct statements

Each Participant understands that the information contained in its Bid will be relied upon by PCT 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 tender, as may be reasonably requested by PCT.

Any approvals and permissions (by the Greek or any other Authorities) that are necessary to fulfill the provision of Services and the Contract should be described in the Bid along with the activities required (including duration and costs) to achieve them. Notwithstanding, unless required by relevant rule and regulation that this is the obligation of PCT to fulfill them (the Participants are obliged to mention explicitly such rule and/or regulation) the Participant shall be responsible at their own cost to fulfill those approvals and permissions.

4. EVALUATION CRITERIA

Each Bidder must, **upon penalty of disqualification**, to fulfil the following criteria:

4.1. Personal Situation Criteria (ON/OFF)

Each Bidder that participates in the tender procedure on its own or as a member of a Joint Venture or a Group of companies/entities is obliged, **upon penalty of disqualification**, to have the following professional qualifications:

1. The Bidder is not bankrupt, nor in special liquidation, nor in compulsory receivership either by an administrator or by a court, nor is it subject to bankruptcy compromise, nor has it suspended its operations nor is subject to restructuring proceedings without meeting the terms thereof, it is not in proceedings to be declared bankrupt or to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.) provided for in any national legislation.

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 Société 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 Framework Decision 2008/841/JHA

b. bribery within the meaning of Article 3 of Council Act of 26 May 1997 and Council Framework Decision 2003/568/JHA.

c. fraud within the meaning of the Directive (EU) 2017/1371

d. money laundering within the meaning of repealed by the Directive (EU) 2015/849

e. Embezzlement

f. Fraud

g. Extortion

h. Forgery

i. Perjury

j. Bribery according to the Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

3. They must have fulfilled obligations relating to the payment of social security contributions in accordance with applicable Greek law (in the case of a Greek or foreigner Participant engaged in activity in Greece) or in accordance with the law of the country of establishment.

4. They must have fulfilled their tax obligations in accordance with applicable Greek law (in the case of a Greek or foreigner Participant engaged in activity in Greece) or in accordance with the law of the country of establishment.

5. They must not have committed a disciplinary offence the penalty for which incurs the deprivation of the right to participate in tender procedures (tender procedures for public services / supplies).

6. The company (or any other legal person or natural person associated directly or indirectly with it in a manner which, at PCT's unfettered discretion, reveals a real connection to it which could negatively affect implementation of the project) must not have been expelled in any manner, or no such similar penalty must have been imposed on it (such as seizure of a bond, declaration of the party as in forfeit of the contract, termination of the contract) from a construction or other type of project, and in particular (but not limited to) a PCT project or one belonging to another company in the same group to which PCT belongs.

7. Documents required in ANNEX C

4.2. Previous Experience Criteria (ON/OFF)

Each Bidder that participates in the tender procedure on its own or as a member of a Joint Venture or a Group of companies/entities is obliged, **upon penalty of disqualification**, to have at least a three-year prior continuous experience, over the last five (5) years, related to the provision of the Service, i.e. related to the activity of collection and management of ship-generated solid waste and cargo residues in a European port, which has at least the same traffic as the PCT, in terms of the number and type of ships calling at the port, the capacity of the ships handled, the number of solid waste receipts and the quantities by type of ship-generated solid waste, evidenced by relevant contract of minimum duration of three (3) years each and certificate of good performance issued by a competent port authority or port management authority of the country in which the Tenderer Bidder operates.

The Bidder's previous experience must refer to a previous project during which the Bidder was an awarding or contracting party directly with the Awarding Authority of the project and not a subcontractor of another contractor. In addition, if the Bidder executed the Services as a member of a consortium or joint venture, the Bidder must have participated in that consortium or the joint venture for the provision of the Services required in the current Tender and its minimum participation therein should have been minimum 50%.

4.3. Financial and economic standing criteria (ON/OFF)

Each Bidder that participates in the tender procedure on its own or as a member of a Joint Venture or a Group of companies/entities is obliged, **upon penalty of disqualification**, to meet the following financial criteria:

1. It must have an annual turnover per year over the last three (3) audited years of equal to or over ($\geq 3.000.000,00$ €) three million euro.
2. It must have positive total operating results before taxes per year during the last three (3) financial audited years. Published financial statements or condensed financial statements including positive results (profit) before taxes for the financial years 2018, 2019 and 2020 and
3. It must have an annual turnover per year of equal to or over ($\geq 2.000.000,00$ €) two million euro in the specific Services for which the Bidder participates in the tender.
4. A sustainability ratio (current assets to current liabilities) above 1 in all last three financial years. Working Capital (current assets to current liabilities) greater than 1 for each one of the aforementioned financial years (2018,2019,2020)

4.4. Technical skill criteria (ON/OFF)

Each Bidder that participates in the tender, must upon penalty of disqualification of its Bid, meet the technical criteria, as described in Annex A and par. 4.1, 4.2 &4.3 herein.

4.5. The Technical Offer for the execution of the Project

The Technical Proposal shall, **upon penalty of rejection of the Bid**, include at least the following information:

- a) A description of the Methodology which shall be used for the execution of Service
- b) A description of the Installations which shall be used for the provision of the Service.
- c) A description of the Machinery and Equipment which shall be used for the provision of the Services.

- d) A description of the Personnel which shall be used for the provision of the Services, both in accordance with the terms hereof.

The Technical Offer should be in compliance with PCT's scope of work, timetable and cooperation terms and conditions, as described in ANNEX A

5. ASSESSMENT OF BIDS

5.1. Presentation and interviews

Following submission of their Bids, the Participant may be required to present their Technical Proposals to PCT's Evaluation Committee. Presentations will take place at PCT's premises (or via online presentation), which are located at:

Piraeus Container Terminal Single Member S.A.
SEMPO Central Building
Neo Ikonio Perama
18863 Greece

The time schedule may be announced by PCT at a later stage. All Participants' costs associated with the Presentation and any interviews will be solely at their own expense.

5.2. Process

PCT will form a panel to review and evaluate the Bids, as well as any supplementary information it may obtain in the course of the evaluation process through clarifications, presentations and interviews with Participants.

Evaluation of the Bids shall be performed as follows:

PCT shall establish a panel to review and evaluate the Proposals, as well as any supplementary information it may obtain in the course of the evaluation process through clarifications, presentations and interviews with Participants. The assessment criteria are listed below (not in order of significance):

- Compliance with the required specifications and technical requirements

- Compliance with PCT's scope of work, timetable and delivery time
- Company qualifications/experience and references in similar implementation
- Contract team qualifications/ experience
- Financial Proposal
- The distance of the storage & treatment facility
- Extra means and availability
- Warranty period
- Spare parts and availability

Technical proposals that are considered unacceptable will not be further evaluated.

Financial Proposals will be assessed and the Technical Proposals considered to be acceptable as per above will be evaluated. Financial Proposals will be placed according to the highest offered percentage to PCT.

a. Bids shall be rejected if it appears from Sub- Folder A:

- that the Bidder does not have the know-how or the experience and generally the technical and/or the financial capacity to perform the Services.
- That Bidder's technical offer is not in compliance with PCT's scope of work, timetable and cooperation terms and conditions.
- The Bidder has provided, at any stage of the Tender, false information.
- That any information provided by the Participant is found to be incorrect or the Bidder fails to verify any information provided in the Proposal in response to PCT's request.

b. If the Bid is considered unacceptable, it will not be further considered and the sub- folder B shall remain locked. Only the Financial Offers of the acceptable Technical Proposals will be evaluated. Financial Proposals will be placed in order of preference for their overall cost effectiveness.

Only for the Bids that have been so far accepted, shall PCT proceed to opening Sub-Folder B and the Financial Offers shall be evaluated as follows:

The criterion for award of the Contract is the higher percentage of remuneration payable by the Bidder to PCT during the term of the Tender. The minimum percentage offered by the Participants to PCT is 22% calculated at all fee and tariffs as referred to Annex B and the Participants will be called in a 2nd Phase to bid with that percentage as a starting point. During this stage PCT may ask any Bidder(s) to justify his/her (their) offered percentage. Bidder shall reply within two (2) working days from receipt of said request on the particular elements that appear abnormally high. If the Bidder fails to reasonably explain the high level of offered percentage, then the offer will be rejected.

5.3. Award Communication

The award of the contract will be communicated by PCT to the successful Bidder in writing. When PCT's decision is final, Participants have no right to issue an appeal against PCT's decision for awarding the contract.

5.4. Signing of the Contract Award Communication

1. The CONTRACT will be signed as soon as the successful Bidder submits to PCT the following documents, not later than ten (10) working days from the day of receipt of the communication of the award of the contract:

- A. Insurance policy for Civil Liability with minimum limits of 300.000€ for bodily injury/death per occurrence, 750.000€ material damages per occurrence and 1.500.000€ annual aggregate. Employers Liability with minimum limits of 300.000€ for bodily injury/death per person, 600.000€ bodily injury/death per group accident and 600.000€ annual aggregate and
- B. Performance Bank Guarantee in the form of Chapter G hereto.

2. The agreement to be entered into between PCT and the selected Participant (the "Agreement" or the "Contract") shall be governed by, construed by and enforced in accordance with the laws of the Hellenic Republic. The parties will make every effort to settle amicably any dispute or difference, which may arise concerning the interpretation or the execution of this Agreement. Any dispute or difference, which may arise concerning the interpretation or the execution of the Agreement and any claims arising there under, shall be subject to the exclusive jurisdiction of the courts of Athens, Greece.

5.5. Contract Duration

The realization of the contract begins when the contract is signed by PCT S.A. and the contractor. The duration of the contract will be for eight (8) years with the right to extend for an additional three (3) years under a written agreement signed by both parties.

6. SERVICES REQUIRED

6.1. Background

Taking into consideration its rapid development, PCT has decided to incorporate the Services and assign their provision to a third-party Provider.

6.2. Scope of Work

The Provider should provide all the required Services as presented in detail in Annex A.

For the above Service, the Participants are required to submit in writing the equipment and personnel that will be used in order to render the required services.

6.3. Technical Proposal

A Participant's Technical Proposal should demonstrate its experience, financial capacity and firm understanding of PCT's requirements and the work involved in executing the Services on time.

The technical proposal should reply to all the technical specifications mentioned in the Annexes. All services offered should be available on site at PCT's premises upon request from PCT. For all the above, the Participants are required to submit in writing the technical specifications of each study/service.

6.4. Financial Offer

Participants are required to complete the Financial Offer according to the instructions provided below in Chapter D and E.

SECTION B-TENDER PROPOSAL STRUCTURE

The below structure should be followed from all participants in order to reply to this tender.

“Technical Proposal”

The below chapters:

- A. Details of Participant,
- B. Proposal Submission Form,
- C. Technical Proposal

must be submitted in softcopy in an encrypted zip marked **“Technical Proposal”**.

Financial Offer”

The below chapters:

- D. Financial Offer
- E. Tender Terms & Conditions

must be submitted in softcopy, in an encrypted zip file marked **“Financial Offer”**.

Please see article 3.3 “Submission Specifications” for important submission information.

Chapter A. Details of Participant

Participants shall supply, **upon penalty of disqualification**, the following information, together with the scanned originals or certified copies of documents

A. Personal Situation documentation

- 1.** Company name and legal form.
- 2.** Address of head office, telephone number, and fax number.
- 3.** Company profile, date of establishment, details of equipment used and services offered, organizational structure, links with parent company and subsidiaries (if applicable).
- 4.** Incorporation documents for legal persons such as: (a) copy of the current codified Articles

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

5. Valid company registration.

6. An official extract from the register of minutes of the Company's Board of Directors or the competent body which approved participation in this tender procedure, appointing one or more persons to submit the Offer, to submit the financial Offer, and to sign any document relevant to the tender procedure, and appointing a process agent.

Note that in addition to that decision, in the case of a joint venture or grouping, the Bidder's process agent shall be appointed in accordance with the provisions of Important Note 2 below.

7. A solemn declaration from the representative/representatives and process agent appointed by decision of the Participant's competent body, in which they unconditionally and unreservedly accept their appointment.

8. A Certificate of Registration, in original or certified copy, from the competent authority proving that the Bidder:

- is professionally active in the provision of Solid Waste Handling Services,
- is registered in the relevant professional register, if, according to the current legislation, their registration is required for the contracted service,
- is enrolled in the Greek Electronic Waste Register (WWM)

9. A social security clearance form from the competent authority showing that on the date of offer submission the Bidder has fully met in full its main and supplementary social security obligations.

10. A tax clearance form from the competent authority showing that on the date of offer submission the Bidder has met in full its tax obligations.

11. Certificate by the competent administrative or judicial authority of their country of establishment, to the effect that they are not under bankruptcy, liquidation, compulsory administration, settlement in bankruptcy or other similar situation and also that they are not the subject of proceedings for their being declared bankrupt or under compulsory administration or settlement in bankruptcy or other similar situation (issued in the last 30 days prior to the Bid submission Date).

12. Extract from the criminal record or in the absence of such, an equivalent document issued

by the judicial or administrative authority of the country of incorporation or country of establishment, which shows that the requirements in paragraph 4.1 are met (issued in the last 30 days prior to the Bid submission Date). If there is no clean criminal record, a solemn declaration prepared before a notary public shall be submitted which clarifies the offences cited in extract for which there are convictions.

13. A solemn declaration from the Bidder's legal representative (or in the case of a grouping the legal representatives of its members) that cases 5 and 6 in paragraph 4.1 do not apply.

14. Annex C required docs

IMPORTANT NOTE 1: Foreign legal persons must also submit documents similar to those in point (A) above officially translated in English by the Ministry of Foreign Affairs, a Consular Authority or a Lawyer. Where a country does not issue the said documents or certificates they can be replaced by a sworn statement or, where none exists, by an official statement made by the interested parties before a judicial or administrative authority, notary public or competent professional association in the country of incorporation or country of establishment. That statement must indicate the fact that it is not possible to obtain the relevant supporting documents in the corresponding country. If it is ascertained in any way that the said certificates are issued in that country, the Bid will be rejected.

IMPORTANT NOTE 2: In the case of a J/V the documents referred to in point (A) must be submitted for the Bidder (if applicable to the form of the grouping) and for each of its members. Moreover, the agreement setting up the Joint Venture or an agreement establishing the grouping must be submitted, declaring at least the following:

i) the contracting Enterprise's acceptance of joint submission of the expression of interest (in joint ventures it is sufficient for this to be clear from the purpose for which it is established).

ii) the stakes of each member in the arrangement.

iii) the joint representative and process agent for the members of the grouping or Joint Venture, in dealings with PCT and

iv) that the members of the grouping shall be jointly and severally liable to PCT for implementing the project and in the case of full, special or quasi general succession, their successors will be bound to continue to participate in the Joint Venture under the same terms.

B. Previous experience documentation

Each Bidder must complete the below table and provide evidence of the relevant experience that must be documented by relevant contracts of minimum duration of three years each, and certificates of good performance including or accompanied by a yearly breakdown of arrivals, categories, tonnage of services vessels and number of deliveries and quantities by type of waste delivered, issued by a competent port authority or port management authority of the country in which the bidder operate. The above must prove that the criteria of Article 4.2 are met.

EVIDENCE OF EXPERIENCE IN SIMILAR PROJECTS					
Item #	Client	Project Description	Equipment/Services offered / Personnel	Date / Duration	Project Budget
1					

C. Financial and economic documentation

1. Audited Financial Statements of the last three (3) audited years from which results that the requirements of the paragraph 4.3 are met.
2. Certificate from a chartered accountant certifying the Bidder's annual turnover in the specific Services.
3. All documents and evidence required in paragraph 4.3 herein.

D. Technical Skill Documentation

The relevant documentation as provided in Annex A for which the Bidder participates in the Tender.

E. Technical offer

Participants should describe their strategy and ability to offer the services. The Technical Offer shall have at least the minimum content of paragraph 4.5 herein

F. Participation Bank Guarantee

A Participation Bank Guarantee of 45.000 Euros, in the form of **Specimen A** herein below.

Chapter B. Proposal Submission Form

(To be completed by Participant)

Participants shall submit, within the sub-Folder A of their Bid, the following original document:

To:

PIRAEUS CONTAINER TERMINAL SINGLE MEMBER SA

SEMPO Central Building

Neo Ikonio Perama

18863 Greece

Attention: Managing Director of PIRAEUS CONTAINER TERMINAL SINGLE MEMBER SA

This Proposal is submitted in response to the Call for Tender for the award of the Contract for the procurement of "...Name of the project..." in accordance with the Instructions to Participants.

We hereby unconditionally accept the terms of the Call for Tender and we offer to execute Services in accordance with the provisions of the Tender Documents, as described in our Technical Proposal and submit to PCT a Financial Offer in accordance with Chapter D.

Our Technical Proposal and Financial Offer are valid until.....

(Note: minimum of 3 months from Proposal submission deadline)

Signed.....

Name.....

Position.....

Authorized by law to sign on behalf of the Participant:

..... (Company name) Address.....
.....
..... Date.....

Chapter C. Technical Proposal

(To be completed by Participant)

All Participants are obliged to answer and describe to PCT SA all the Services to be provided and technical specifications of the equipment used regarding the requested Services, for which the Participant submits a Bid.

Participants should answer the total list of specifications as mentioned in the Tender Document.

Chapter D. Financial Offer

The criterion for the award of the agreement shall be the highest offered percentage to PCT, and which must not be less than the starting point of 22% of the amount (in €) of all issued invoices (concerning all the rates and categories of solid waste and services as referred to ANNEX B (RATES FOR WASTE RECEPTION SERVICES) of the Bidder.

Chapter E. Tender Terms & Conditions

E.1 Performance Bond

Prior to the signing of the Contract for the Services with the Provider to be selected by PCT, the Provider is required to submit to PCT a Performance Bond in favor of PCT for an amount of €70.000,00 (seventy thousand Euros) to be issued by a financial institution lawfully operating in Greece. The Performance Bond shall be valid for indefinite duration, payable on first demand. PCT will return the Performance Bond two (2) months after the lapse of the term (duration) of the Contract, provided that the Provider has fulfilled all his obligations under the Contract and that no reason for the forfeiture of the Performance Bond by PCT will have arisen until the expiry of the term of the Contract.

For the avoidance of doubt, it is clarified that no Contract will be signed unless the Performance

Bond is delivered to PCT.

E.2 Pricing

Participants are required to fill in full the details of Chapter D “Financial Offer” of this tender document. Each item – deliverable, as well as the services to be provided shall be analytically quoted and worded in the Participants’ offers.

E.3 General Terms

1. PCT reserves the right to repeat, amend the timetable, postpone, cancel, suspend amend the Tender procedure at any time and to not award the Tender to any Participant without it being held liable in any way to the Participants and/or by any third parties. No person acquires, on any ground or cause, any right or claim for compensation (not even for the cost of submitting the Offer) against PCT, its employees, officers or advisors, and agents in general, arising from the participation in the Tender. Participants understand and acknowledge that exclusion from the Tender or failure in the Tender or the cancellation or adjournment of the Tender by PCT does not give rise to any right of any Participant in the Tender or of any third party to claim any compensation or indemnity, on whatever grounds, including but not limited to any alleged damages or alleged loss of profits or loss of opportunity or for any costs relating to the participation in the tender process, from PCT and/or its employees, officers or advisors, and agents in general.

Participation itself in the Tender Procedure is made at the responsibility and expense of the Participants and signifies the Participants’ full the Participants’ full and unconditional acceptance of the Tender terms and conditions set out herein.

2. The Contract will be governed by and construed in accordance with Greek Law and any dispute that may arise there under shall be subject to the exclusive jurisdiction of the courts of Athens, Greece.

3. The Contract and all written communication between the parties will be in the English language.

4. All applicable regulations and standards (Greek, European Union) should be complied with.

5. Any necessary approvals by the Greek or any other Authorities have to be obtained in good time by the Participant / Vendor in order not to jeopardize the agreed time schedule. PCT

should be kept informed about the progress of any approvals required.

6. Confidentiality: The parties shall keep the terms of the Tender or/and the Contract strictly confidential and shall not disclose such terms to third parties, except as may be required by Law.

7. PCT may terminate the Contract if the Provider has declared insolvent or has ceased payments or has announced the intention to enter a stage of discontinuance of payments or has been declared bankrupt or has gone under compulsory receivership or under creditors management or liquidation or any other form of special winding up and collective execution or not or if he has come to an agreement with the creditors for the settlement of debts or any relevant situation.

8. In case of violation of terms and conditions of the Tender or the Contract or any circumstance provided under Greek Law (indicatively but not exclusively regarding the quality of works, failure to comply with specifications, etc) by the Provider, PCT shall be entitled to require for compensating for any damage or loss of earnings PCT has suffered due to this cause.

Furthermore, PCT may terminate the CONTRACT upon written notice delivered to the Provider. PCT in such a case of CONTRACT termination is entitled to:

- a. call forth in their favor, as an additional penalty, the whole or part of the Provider's Performance Bond and
- b. Impose on the Provider any other penalty and/or raising any other claim against him (e.g. for damages etc.) as provided or as allowed for by the texts of the Tender Documents or the Greek law.

9. PCT S.A. reserves the right to change the requirements, specification, and services to be provided by the Provider, provided that the cost and additional time incurred will be bear by PCT S.A.

10. The Participants are not entitled to transfer, sell, lease, award to a third party in any way even by means of subcontracting or transfer the Contract or part of it or any rights or obligations deriving from the Tender or the Contract, without prior written consent of PCT.

11. Personal Data: PCT legitimately considers that each Participant submitting an offer in relation to this tender, complies with all relevant provisions on the data protection

legislation in Greece and European Union and any other applicable data protection legislation in any relevant jurisdiction, including but not limited to the EU's General Data Protection Regulation (GDPR) 2016/679 and Greek Law 4624/2019. Indicatively, each Participant, by submitting an offer in relation to this tender, represents and guarantees that: (a) The Participant has obtained from any data subject involved his/her explicit consent and authorization to transmit his/her personal data to PCT in order for PCT to process and maintain a record thereof for the purposes of this tender, (b) The Personal Data the Participant transmits is accurate, up-to-date, correct and relevant to this tender procedure, (c) If needed, the Participant shall assist PCT in the lawful processing of Personal Data and promptly notify PCT of any data subject's request (d) The Participant has informed the data subjects of their rights under the GDPR Regulation and the relevant legislation, as well as of its intention to further transfer them to PCT.

Chapter F: Participation Bank Guarantee

"Bank.....

To: Piraeus Container Terminal S.A.

Subject: Letter of guarantee in relation to a Participation at the Tender procedure of.....
dated.....for the award of a contract regarding the ship-generated solid waste handling
services.

We hereby irrevocably guarantee in favor of our client waiving the right of discussion
And division, for the participation of our client under the name.....in the tender called by
PCT S.A. dated.....for the procurement of the ship-generated solid waste handling services
on2021.

Our guarantee is limited to the amount ofEuros and is provided exclusively for the
participation of our client under the name..... in connection with his obligations undertaken
pursuant to the aforementioned tender. The amount of the guarantee will be paid directly to
you within 7 days following your request addressed to us in writing and without examining the
validity of the reasons of the recall of the guarantee. The present guarantee remains valid until
.....unless the present document is returned to us before this date.

The Issuing Bank
....."

Chapter G: Good Performance Bank Guarantee

Bank.....

To: Piraeus Container Terminal S.A.

Subject: Letter of Guarantee for the Good Performance of.....in connection with the contract dated.....for the Purchase of the...Project name title....

We hereby irrevocably guarantee in favor of our client waiving the right of discussion And division, for the good performance of our client.....in the implementation of the contract dated..... For the purchase of the ...Project name title...by PCT Single Member S.A. on2021. Our guarantee is limited to the amount of.....Euros and is provided exclusively for the good Performance of our client in connection with his contractual obligations undertaken in His contract with PCT Single Member S.A. dated. The amount of the guarantee will be paid directly to you within 7 days following your request addressed to us in writing and without examining the validity of the reasons of the recall of the guarantee. The present guarantee remains valid untilunless the present document is returned to us before this date.

The Issuing Bank
.....”

ANNEX A
SOLID WASTE HANDLING SERVICES

Technical Specifications

1. Scope of Works

The selection process of a contractor for the solid waste management and handling of ship-generated waste, produced by all ships approaching the Piers II and III naval area of PCT SA. (Container Terminal, Piers II and III, Neo Ikonio), hereafter known as the “Service”

The service will include the handling services and management of exclusively receive, deliver and disposal of the solid wastes, recycling materials, hazardous wastes of all the ships/vessels that approach Piers II and III naval area of PCT SA. (Container Terminal, Piers II and III, Neo Ikonio)

Your Technical Proposal should demonstrate your firm understanding of PCT’s requirements and the work and tasks involved in executing the delivery of services on time.

2. Terms & Conditions

- The offer must comply with all the Greek, European and International regulations for the ship-generated Solid Waste handling services, which have to be named specifically.
- If requested by PCT, the contractor is obliged to submit a new Waste Reception and Handling Plan for PCT’s area of responsibility, within a maximum of two (2) months from the award of the contract.
- Companies will be accepted only if they have continuous operation and experience of the requested services for the last three (3) years in the area of integrated port reception facilities, in relation to ship waste.
- All participating companies are obliged to present to PCT all licenses and permits required by the relevant Greek legislation.
- All participating companies must declare that in case PCT assigns a contract to them, they will have an insurance contract for General Civil Liability towards Third parties, for the entire duration of the contract plus 3 additional months after the termination of the contract. The insurance contract must be with a well-established insurance company and its terms must be approved by PCT S.A.
- Subcontracting is prohibited as well as assigning the contract to any third party without PCT’s S.A. approval.

- The Bidder is obliged to receive the waste, by its own equipment, means and care, at any time of the day or night, whenever there is such a request by a ship, and regardless of the quantity of the waste and the oil content in residues so as not to cause any delay to the ships.
- The services must be provided any day of the week, including weekend days and holidays. The service must be provided for all ships, regardless of their flag, type and size.
- The request for service must be submitted according to all Greek, European and International regulations and laws.
- The Bidder must comply with all safety and hygiene standards and measurements provided for its personnel by the Greek and European laws enforce for its staff and people transacting with the company.
- The Bidder is liable against all third-party entities, for any accident or damage to people equipment or objects, which may occur during the execution of services and/or because of these services.
- The Bidder is liable for any marine pollution incident that may occur due to its negligence.
- The Bidder is obliged to fulfill all requirements of the labor law for its employees, as well as to ensure that all its equipment, such as vehicles, machinery, vessels, tools, etc., have proper insurance cover according to the applicable regulations.
- The Bidder is obliged to maintain a daily detailed report with all the working staff, including the Health and Safety Officer and/or the Occupational Physician. Also, the Bidder must assign a person as the contact person for any matters relating to staff safety and hygiene.
- The Bidder is obliged to deliver a Risk Assessment Survey for the provided services to PCT within the first month of operation.
- The contractor is obliged to submit on a weekly and monthly basis and upon any request from PCT a detailed report of the delivered quantities for each waste category per vessel.

3. Participation Documents

Participants must have the following licenses /certifications (copies of such license must be included in each participant's offer), **upon penalty of disqualification:**

- Registration at in the Greek Electronic Waste Register (WWM)
- License for the collection and transport of hazardous waste
- License for the removal of solid garbage from ships, suitability of garbage barges, General Survey Certificate, nationality document and certificates of measurement for

collection watercraft;

- Registration documents for the garbage transport vehicles;
- The decision approving environmental conditions, the operating license, the registration in the Electronic Waste Register (EWR) of a Non-Hazardous Waste Management Facility / Facilities, which will be able to manage non-hazardous waste from ships, with a total annual capacity of at least 1500 tn.

In case Facility/ Facilities is/are not owned by the Applicant, the Applicant must provide, in addition to the above mentioned information, an agreement between the Applicant and the legal representative of the Facility.

- Certification of the environmental management system according to ISO 14001:2015 and EMAS (Regulation 1221/2009 EC) stating the specific subject of services (port reception facilities services for ship-generated waste and cargo residues).
- Certification of a quality management system according to ISO 9001: 2015, specifying the specific subject of services (port reception facilities services for ship-generated waste and cargo residues).
- Health and Safety Certification OHSAS 18001: 2007/ ISO 45001, which indicates the specific subject of services (port reception facilities services for ship-generated waste and cargo residues).
- Certification according to ISO 16304: 2013 standard (port reception facilities services for ship-generated waste and cargo residues).
- Certification as per the ISPS code, for the collection and transport watercraft, where applicable
- ADR certification of operator of vehicles used for the transport of hazardous wastes.
- ISO and EMAS certificates must be submitted by each member of a Joint Venture or a Group of companies/entities is obliged.
- Each Bidder that participates in the tender procedure on its own or as a member of a Joint Venture or a Group of companies/entities is obliged, upon penalty of disqualification, must demonstrate the following
- Registration to the appropriate chamber, with the terms defined by the Greek laws that are valid in the country.
- Possession of the relevant experience that has to be documented by official certificates issued by the port authority where the participant company operates, and the minimum staff and equipment, as stated below.

For this purpose, the participating company must submit his offer accompanied by the following documents:

- 1** Certificate issued by the relevant chamber, that will certify his specific profession
- 2** Declaration that he accepts the responsibility to submit any requested document
- 3** Declaration that he will continuously comply with the terms of any new waste acceptance plan and laws, as it is modified or will be modified in the future according to new regulations and laws, during the contract.

Additionally, companies must provide at any occasion the type and quantity of the equipment. All equipment that will be used for this contract must be approved by the Greek Authorities and meet all the Greek and International standards.

For the participation of consortia/partnerships of persons or companies in the tender, all the above mentioned supporting documents must be submitted as applicable for each member that forms part of the Consortium/Partnership, as well as a certificate of experience in the field of Port Reception Facilities, for each member separately.

Main equipment, mandatory.

Bidders are required to have the minimum number of technical means, of a total minimum capacity as specified below, so that no undue delay is caused in the collection of residues from ships.

The technical equipment and means must be readily available to the contractor throughout the term of the contract, and they must be in a position to be mobilized immediately upon the signing of the contract. Such means must be owned by the contractor.

Indicatively such equipment may be as following:

- One (1) Special self-propelled of a minimum capacity of 25m³ for the collection of solid garbage / residues by sea. The said barge must have the necessary permits for the collection of ship-generated solid garbage as foreseen in Ministerial Decision 181051/1090/82/13.4.82 (Government Gazette issue 266B/17.5.82) concerning the limits and conditions for the authorization of ships or barges or water craft in general that are used as ship-generated solid garbage facilities. In case the bidders are not in possession of the permits prescribed in Greek Law, they shall submit a copy of the relevant licensing dossier for the barge in question, submitted with the competent local authorities; in this case, PCT S.A. shall be authorized to monitor the licensing procedure in cooperation with the competent authorities.

The barge shall be equipped with special-purpose containers, given that it is not permitted

to undertake any kind of reloading of garbage in bulk from the barge at the piers to the garbage vehicles.

- Two (2) Garbage trucks with compacting system, with a minimum capacity of 10m³, equipped with waste bin washing system.
- One (1) special truck/hook lift for the collection of bulky garbage, which shall have a registration document.
- One (1) special truck/skip loader for the collection of bulky garbage, which shall have a registration document.
- One (1) refrigerator truck for the transport of Category 1, 2 & 3 animal by-products, including all the necessary legal permits/ registration certificates.
- One (1) refrigerator truck for the transport of medical waste, including all the necessary legal permits/ registration certificates.
- Twenty (20) Containers having a capacity of 12m³ each, for the collection of solid garbage/residues
- Twenty (20) Containers having a capacity of 35m³ each, for the collection of solid garbage/residues
- Five (5) Containers having a total capacity of 20m³ for the collection of solid garbage/residues

Auxiliary Equipment

- Twenty (20) garbage containers each having a capacity of 1100 lt each, for garbage collection
- Bags and drums certified as per the UN specifications (in accordance with the provisions of the IMDG and ADR Code) suitable for packaging hazardous solid wastes.

The Coast Authority of Piraeus license is necessary and: Ship's certificate of registry, Registry in the Naval Chamber, vehicles licenses, authorization license.

All provided equipment must be continuously at the disposal of PCT during this contract. Equipment must be privately owned by the contractor or have the exclusive use for whole duration of this contract.

The offer must be accompanied with descriptions, photos and a Technical report which will describe the procedures of the service and also a flow chart (4 pages maximum).

All the personnel must be experienced and possess the expertise and know-how for this service (at least 2 years for each one) in port reception facilities. Resumes and Certified documents by the insurance company (IKA) are needed in order to prove the experience.

The personnel of each bidder shall be is qualified and experienced in operations of solid residue collection at port reception facilities.

In particular, the bidders must have, as a minimum, the scientific and coordination personnel below described. Such personnel must have a minimum of two-year experience in operations of solid residue collection at port reception facilities, evidenced by means of certified lists from the competent social security institutions and curriculum vitae. During the performance of the Contract such personnel may be replaced only by equally qualified personnel consented to by PCTS.A.

Scientific and coordination personnel

- One (1) Chemical Engineer or Environmental Engineer or Chemical
- One (1) project supervisor
- One (1) coordinator of operations
- One (1) Safe Transport Dangerous Goods Advisor (ADR)
- One (1) safety expert

Support personnel

- Crews and operators of watercraft
- Vehicle drivers
- Auxiliary personnel

Furthermore, bidders should make the necessary support personnel available throughout the term of the Contract for the effective execution of the project. The Technical Report describing the operations involved shall detail the role of the scientific and coordination personnel to be engaged in the execution of the project, specifying their number, role and qualification; to this effect, an organization charts shall be included as well as the CVs of the above specified personnel.

All members from the service supplier providing the aforementioned services to PCT are subject to PCT's approval and PCT, during the execution of the services according to the signed contract, has the right to ask the service supplier to replace any person that PCT will indicate within one (1) month from PCT's notification.

4. Benefits provided by PCT S.A.

PCT S.A. will provide to the contractor the following without charge:

- Open space to be used as parking for the contractor's vehicles.
- Water and electricity (up to a specific amount) to be used for the contractor's equipment (press containers, small containers etc), depending on the contractor's needs.
- Store house for storing the contractor's equipment (vehicles, materials, tools etc).

The final decision for the location, the size of the open space, the type of the storehouse and the size of the warehouse will be made by the PCT S.A, upon the contractor's approval.

5. Services-subject offer

The wastes that the contractor may receive from the ships are separated by category according to MARPOL 73/78, and separate offers must be issued for each one type.

The categories are:

Solid waste

The ship-generated waste and cargo residues management system shall be aligned with the Regulation of Solid Ship-generated Waste Reception Facilities of PCT and the Ship-generated Waste Management Plan as approved by the Competent Authority, and according to the International Convention Marpol 73/78 for the Prevention of Pollution from Ships, as the aforementioned are applicable at any given moment.

The Complete Services concern the exclusive execution of the required collection, transportation, intermediate management (storage and/or treatment) and final disposal operations of solid waste and ship cargo residues of all ships approaching the entire PCT Port Zone, in accordance with the Regulation of Solid Ship-generated Waste Reception Facilities of PCT and the Ship-generated Waste Management Plan, as applicable. More specifically, the Complete Services concern the exclusive execution of the collection and disposal operations of all solid waste generated by the operation, repair and maintenance of ships and are classified in accordance with the International Convention Marpol 73/78 as follows:

MARPOL ANNEX 73/78	Description of waste categories
III	Packaged dangerous substances
V	Waste includes the following categories of waste: plastics, food waste, household waste, edible oils, furnace ashes, operational waste, animal carcasses, fishing equipment, electrical and electronic waste, (CATEGORY I - E-WASTE), non-hazardous cargo residues (not hazardous to the marine environment) and hazardous cargo residues (harmful to the marine environment).
VI	Ozone depleting substances Residues from air emission cleaning systems

The Complete Services referred to in the preceding paragraph include the safe, uninterrupted, prompt and qualitative provision by the Sub-concessionaire of services to all ships calling and/or operating in the PCT Port.

The exclusive execution of the collection, immediate transportation outside the port area, pre-selection, management (storage or/and treatment) and final disposal of all the non-hazardous solid waste and cargo residues generated by the operation, repair and maintenance of ships.

In particular, the wastes and residues of the ships, which must be received by the Contractor and the corresponding operations, are those presented below, and are categorized according to the IMO instructions, according to the revised ANNEXES of the MARPOL 73/78 Board and the Waste Receiving Plan of the Contracting Entity as follows:

Annex V

- A. Plastics
- B. Waste/Food residues
- C. Household waste
- D. Edible oils
- E. Furnace ashes
- F. Operational waste

G. Animal carcasses - Animal by-products

H. Fishing equipment

I. Electrical - electronic waste

J. Non-hazardous cargo residues

K. Harmful cargo residues

Annex VI

Ozone depleting substances such as CFCs and HALON, and equipment containing such substances.

Residues from a ship exhaust gas cleaning system.

Packaged hazardous substances - Hazardous solid waste and hazardous solid cargo residues (ANNEX I, III, V & VI).

The following is a detailed description of the types of solid waste as defined by MARPOL Annex V:

CATEGORY A - PLASTICS

Plastics are defined as solid materials containing an essential component or several high molecular mass polymers which are formed during either the manufacture of the polymer, or the manufacture into a finished product by heating and/or pressing. Plastics have material properties ranging from hard and brittle to soft and elastic. "All plastics" means all waste consisting of or including plastics in any form, including synthetic ropes, synthetic nets, plastic bags, trash and incinerator ash from plastic products. Such waste should, if separated, be free of contaminants and be sent to appropriate recycling facilities for treatment. If this is not possible, they should be sent to final disposal facilities.

CATEGORY B - FOOD WASTE

Food waste is defined as spoiled or non-spoiled food substances, also fruits, vegetables, dairy products, poultry, meat products (animal by-products) and food residues produced on board.

Food residues from international transport are classified as Category 1 animal by-products and should be managed as such. They should be received separately from other waste and taken to appropriate facilities for treatment.

CATEGORY C - DOMESTIC WASTE

Domestic waste means all non-hazardous waste not covered in the other Appendices of MARPOL 73/78 and generated in the accommodation and living quarters of ships.

Household waste does not include those listed in other categories (e.g. food waste, plastics). They are destined for final disposal in landfills or landfills and other licensed

facilities.

CATEGORY D - COOKING OIL

Edible oils are defined as oils and animal fats used or intended to be used in the preparation or cooking of foodstuffs, but not including the foodstuffs themselves prepared using these oils. Such waste shall be sent to appropriate facilities for recycling and treatment.

CATEGORY E - Furnace ashes

Incinerator ash means the ash and clinker resulting from incinerators used by ships for the incineration of waste. It should be analysed beforehand and, depending on its hazardousness, taken to appropriate treatment plants.

CATEGORY F - OPERATIONAL WASTE

Operational waste is defined as all solid waste (including sludge) not covered by other annexes of MARPOL 73/78 collected on board the ship during normal maintenance or operation of the ship, or resulting from the handling, packing and stowage of cargo such as rust, maintenance materials, scum, paint, paint, packing materials, etc.

Cleaning agents and their additives used for cleaning cargo residues and external washing waters are also considered operational waste. These wastes should be analysed beforehand and, depending on their hazardousness, should be taken to appropriate facilities for treatment. If such wastes are classified as hazardous, they should be taken to licensed facilities for treatment and disposal.

CATEGORY G - Animal carcasses - Animal by-products

Animal carcasses and animal by-products means the bodies of animals, which are carried on board as cargo and die or are killed during the voyage and all waste, which according to Decree 211/2006 are classified as animal by-products of category 1, 2 & 3. Such waste should be taken to specially licensed plants for incineration and inactivation.

CATEGORY H - Fishing equipment

Fishing equipment means any physical device or part thereof or combination of elements which may be placed on or in the water or on the surface of the sea for the purpose of recording, monitoring or for the subsequent capture or harvesting of organisms living in the marine and freshwater environment. Such waste should, where possible, be taken to appropriate recycling facilities for treatment. Where this is not possible, they should be sent to final disposal facilities.

CATEGORY I - Electrical - electronic waste

This category includes electrical and electronic equipment used in the normal operation of

the ship or in the accommodation areas which has been disposed of. It includes all components, subsystems and consumables which are parts of the equipment and which contain potentially hazardous materials for human health and/or the environment.

CATEGORY J - Non-hazardous cargo residues (non-marine environment harmful HME)

Non-hazardous cargo residues are defined as residues of any cargo not covered by other Annexes to Marpol 73/78 which remain on the deck or in the hulls of ships and which arise during loading or unloading, or from excess or spillage of cargo, as well as residues entrained in washing water. Cargo residues do not include cargo dust left on deck after wiping or dust on the external surfaces of the ship.

CATEGORY K - Cargo residues harmful to the marine environment (marine environment harmful HME)

Harmful cargo residues are defined as residues of any cargo, not covered by other Annexes to Marpol 73/78, which remain on the deck or in the hulls of ships and which arise during loading or unloading, or from excess or spillage of cargo, as well as residues entrained in washing water. Cargo residues do not include cargo dust left on deck after wiping or dust on the external surfaces of the ship.

This category includes substances complying with the criteria of Annex III of MARPOL 73/78 and Regulations 4.1.3 and 6.1.2.1 of Annex V of MARPOL 73/78.

6. Port reception facilities office

The contractor must have a permanent office with the necessary equipment (telephone, fax, mail etc.). It is recommended that the office should be located at PCT SA premises. PCT SA will provide to the contractor an office in the container terminal in order for the contractor to organize and offer this service using its own (the contractor's) personnel.

7. Execution of receiving, sorting and final disposal of the waste

The contractor's offer should be accompanied by a detailed documented study of the methods that will be used for the receiving, sorting and final disposal of the waste.

Additionally, the following should be presented:

- Detailed chart with all the methods and actions, including all the phases' of receiving
- transportation – sewerage – final disposal of the waste, garbage and hazardous waste, from the time of notification for action (receiving of call) until the end of all relevant actions.
- The above chart must include all the technical characteristics and capabilities of the means, used by the contractor, per phase of action.

More specifically, the receiving of the waste will be done according to the needs and the requirements of the ships, as long as the circumstances and the safety conditions allow that, either by the sea or on the land.

The contractor's offer must also include:

- Details about the receiving and disposal of any recyclable waste
- Details about the receiving and disposal of any hazardous solid waste, In the form of a separate study
- Details about all the procedures of receiving, transporting, disposing of any hazardous solid waste

8. Contingency plan

The contractor is obliged to submit a contingency plan in case of pollution during the service. This plan must be submitted at the Coast Guard of Piraeus.

The contingency plan should include:

- Table with the emergency staff with the respective responsibilities of each person.
- Type of machinery used (in case of pollution)
- Emergency plan in any case of pollution

The contractor must submit the contingency plan which must comply with the respective law. This plan will be submitted for approval to Coast Authority of Piraeus and match the required standards.

9. Indirect Fees & Direct Fees for the Provision of facilities receiving waste

The contractor must indicate (in detail) all the different categories of charges for vessels calling at the PCT S.A. area, in accordance with Annex B.

The contractor should be able to use his own processes and equipment in order to offer extra services if necessary after mutual agreement with PCTS.A.

10. Process control check

PCTS.A. will be entitled to perform any check, in order to control:

- The contractor's invoices
- The high-quality, regular and continuously provision of services for all vessels
- The protection of the environment
- Contractor's equipment

PCT will define the way of monitoring the contractor's operation.

PCT's checking and control does not relieve the contractor of its responsibility to obey the rules and clauses as set by the government authorities. Also the contractor is obliged to provide to other responsible control authorities (by its own means, responsibility and expenses) all the necessary information that is required by the Greek and European authorities and the laws for the protection of the environment.

ANNEX B
FINANCIAL OFFER

Participants are requested to submit financial proposal for providing the total services that are the subject-matter of this RfP as described in the tender documents.

Company name	Percentage offered (%)

Terms and conditions

- The percentage offered will remain constant throughout the duration of the contract.
- All possible implementation and insurance costs shall be borne by the contractor.

Signed.....

Name.....

Position.....

Authorized by law to sign on behalf of the Participant:

..... (Company name)

Address.....

Date.....

FEES & RATES FOR THE PROVISION OF SOLID WASTE RECEPTION FACILITIES

The various categories of ships calling at the Territory are subject to fees and rates for the provision of the Services being the subject matter hereof.

Ships are classified into ships engaged in unscheduled routes (cargo ships, container ships, tankers, cruise ships, ships under repair etc.) and ships engaged in scheduled routes.

1. SHIPS ENGAGED IN UNSCHEDULED ROUTES

Ships engaged in unscheduled routes will pay advance fees, which:

a) if the ships discharge wastes (according to ANNEX V of MARPOL 73 / 78), such fees shall be returned after the following deductions are made:

- 15% of the initial fee shall be deducted by PCT in order to cover the administrative cost of PCT and the Service Providers, incurred by the waste reception facility services from this procedure;
- an additional 5% of the initial fee shall be deducted and applied exclusively towards PCT S.A. that performs the development-operation and maintenance of a waste collection and management software application, pursuant to Ship-generated Waste Management Plan as approved by the Competent Authority..

This percentage shall be remitted to PCT S.A. that has undertaken the responsibility of the project for the development and operation of the said application.

The balance of the advance fees shall be returned after the ship's representative has submitted the documents proving that wastes were discharged and the relevant services have been paid in full and after the ship has departed from PCT port zone.

b) if the ships do not discharge wastes, the total amount of the advance fees shall be retained, 5% of which shall be remitted to PCT S.A. that has undertaken the responsibility of the project for the development and operation of the said application.

These fees shall be paid directly to PCT's port reception facilities office prior the arrival of the ships.

While the ship is at the port reception facilities of PCT, it is required to discharge her wastes. After the deliveries, the Service Providers will provide the ship with Certificates of Waste Delivery, which will include all the details of the deliveries such as quantity, duration etc.

Based on these Certificates, the Service Providers shall bill the ship for the services provided to her, according to paragraph 6.2 herein (i.e. depending on the type and the

quantity of wastes). These invoices will be paid directly to the Service Providers.

The refund payment to PCT from the Service Providers' billing will be as it is described in paragraph 8.C herein.

The procedure described in paragraph 1.a, regarding the return of the advance fee, is applied in the case of discharge of residues according to ANNEX V of the MARPOL 73/78, apart from the waste lubricant oils that will be collected by the contractor at no cost as it is described in paragraph 6.2 herein.

The total amount resulting from the withholding of 15% as per paragraph (a) and the non refunding of the advance fees as per paragraph (b) (non delivery of wastes from a ship) above, after deducting 5% for the development and operation of the above data processing application, will be distributed between—PCT S.A. and the Contractor concerned as it is described in paragraph 8.A herein.

2. SHIPS ENGAGED IN SCHEDULED ROUTES

Ships engaged in scheduled routes will pay reciprocative fees for the use of the reception facilities, for specific quantities of wastes and frequency of use of the facilities concerned. Such fees shall be paid directly to PCT's port reception facilities office. These fees shall be distributed between PCT and the Contractor concerned as described in paragraph 8.B herein.

Further to the said quantities and frequency of use (fee in consideration for the specified use), for any additional collection services, ships will be charged according to paragraph 6.1 herein, based on the Certificates of Waste Delivery that will have been given to the ship from the Service Providers.

Such additional services will be billed and collected directly by the Service Providers and the relevant refund payment to PCT will be as it is described in paragraph 8.C herein.

3. FEES FOR SOLID RESIDUES & GARBAGE FOR SHIPS ENGAGED IN UNSCHEDULED ROUTES

Every ship that sails into the Territory shall pay a fee for the management of solid wastes & garbage. Such fee is calculated on the basis of GRT in the case of cargo ships,

container ships, tankers and ships undergoing repair, and the number of crew & passengers in the case of passenger ships and cruise ships, as follows:

a) CARGO SHIPS, CONTAINER SHIPS, TANKERS & SHIPS UNDER REPAIR

The fee is calculated using the formula:

$$F = \sigma_T \times \sigma_M$$

where:

F = fee

σ_T = constant factor for solid waste management = 100 for cargo ships & tankers and =150 for ships under repair

σ_M = ship size (GRT) dependent factor

Factor σ_M is given in the following table:

SHIP SIZE	σ_M
GRT= 0 -1.000	1
GRT= 1.001 - 5.000	2
GRT= 5.001 - 10.000	3
GRT= 10.001 - 25.000	5
GRT= 25.001 - 50.000	8
GRT= >50.001	10

Therefore the fee, depending on the size and the type of the ship, shall be as follows:

a1. CARGO SHIPS, CONTAINER SHIPS & TANKERS

SHIP SIZE	PRODUCT	FEE, €
Ships up to 1.000 GRT	100x1	100
Ships from 1.001 to 5.000 GRT	100x2	200
Ships from 5.001 to 10.000 GRT	100x3	300
Ships from 10.001 to 25.000 GRT	100x5	500
Ships from 25.001 to 50.000 GRT	100x8	800
Ships larger than 50.001 GRT	100x10	1000

a2. SHIPS UNDER REPAIR

SHIP SIZE	PRODUCT	FEE, €
Ships up to 1.000 GRT	150x1	150
Ships from 1.001 to 5.000 GRT	150x2	300
Ships from 5.001 to 10.000 GRT	150x3	450
Ships from 10.001 to 25.000 GRT	150x5	750
Ships from 25.001 to 50.000 GRT	150x8	1200
Ships larger than 50.001 GRT	150x10	1500

b. PASSENGER SHIPS & CRUISE VESSELS

NUMBER OF PASSENGER & CREW	FEE,€
Up to 250 persons	250
From 251 to 500 persons	500
From 501 to 1000 persons	800
From 1001 to 2000 persons	1500
From 2001 to 3000 persons	2000
3001 and more	3000

4. FIXED RECIPROCATIVE FEES FOR THE DELIVERY OF SOLID RESIDUES BY SHIPS ENGAGED IN SCHEDULED ROUTES

For ships engaged in scheduled routes, a fixed reciprocative fee will be applied for the use of the facilities, per category and type of ship, for the provision of services with respect to the use of reception facilities.

1. Cargo ships and containers below 2.000 GRT, with frequent calls in the area of PCT.

(During the time period that they are engaged in voyages)

Monthly fixed fee with respect to reception facilities for solid residues

One hundred and thirty euro (130) € / month

This fee covers delivery of up to three (3) cubic meters of uncompressed domestic garbage, or plastic or food waste per fifteen (15) days.

If the delivery takes place out of working hours or days or the ship concerned needs to discharge additional quantities, there shall be an additional charge as per paragraph 6.1

2. Tug boats

(During the time period that they are engaged in voyages)

Monthly fixed fee with respect to reception facilities for solid residues

Fifty euro (50) € / month

This fee covers delivery of up to three (3) cubic meters of uncompressed domestic garbage, or plastic or food waste per fifteen (15) days.

If the delivery takes place out of working hours or days or the ship concerned needs to discharge additional quantities, there shall be an additional charge as per paragraph 6.1

REMARKS

The above stated daily reciprocative fees will be calculated on all calendar days of the month (30 days), during the period that voyages are made. (Stay of a few hours in the day is charged as a full day).

5. EXEMPTIONS

Exemptions from the above charging schemes are allowed as provided for in the approved PCT's Reception and Management of Ship-Generated Waste Plan by the Competent Authority.

6. RATES FOR SERVICES EXCEEDING THE RECIPROCATIVE FEES OF THE SHIPS ENGAGED IN SCHEDULED ROUTES AND FOR SERVICES OFFERED TO THE SHIPS ENGAGED IN UNSCHEDULED ROUTES

6.1 SHIPS WITH SCHEDULED ROUTES

The collection of residues exceeding the specified figures in the categories of the reciprocal fees will be charge as follows:

a. Solid residues

a.1. For collection of ship-generated domestic garbage, food waste and plastics waste.

Lump sum price for a quantity of up to 3 cubic meters: 103,39€
Unit rate for a quantity grader than 3 c.m. of garbage: 32,31€

a.2. For collection of solid operational solid wastes (Rust, packaging & dunnage materials, operation and machinery remains) & Fishing Gear

Lump sum price for a quantity of up to 3 cubic meters: 103,39€
Unit rate for a quantity grader than 3 c.m. of garbage: 38,77€
Lump sum for a quantity up to 5 Metric tons: 387,70€
Unit rate for a quantity greater than 5 MT: 77,54€

a.3. Additional lump sum charge for the collection of solid residues under paragraphs a.1 & a.2, from ships at the port's berths

For the use of a towed barge: 800€
For the use of powered barge: 300€

a.4. Maximum time of engagement of the Contractor's water craft and land means for all cases under paragraphs a.1 & a.2 1 Hour

a.5. Hourly rate of collection means, for any additional time beyond that specified under a.4 75€

a.6. Surcharge on paragraphs a.1 through a.5 for collection outside working days and

hours (normal working hours during working days: 07:00-15:00)

Weekdays	40%
Holidays and weekend	60%

a.7. Daily lump sum price for container rental:

Container 12m ³	20€
Container 20m ³	30€
Container 35m ³	35€

a.8. Daily lump sum price for barge rental: 150€

b. Hazardous solid waste, Hazardous medical waste and cargo residues

Price as per an agreement between user, contractor and PCT on a case by case basis and following analysis-identification of the hazardous residues concerned, the results of which shall be communicated to PCT.

6.2 SHIPS WITH UNSCHEDULED ROUTES

a. Solid Residues

a.1. For collection of ship-generated domestic garbage, food waste and plastics waste.

Lump sum price for a quantity of up to 3 cubic meters:	138,06€
Unit rate for a quantity greater than 3 c.m. of garbage:	41,42€

a.2. For collection of solid operational solid wastes (Rust, packaging & dunnage materials, operation and machinery remains) & Fishing Gear

Lump sum price for a quantity of up to 3 cubic meters:	138,06€
Unit rate for a quantity greater than 3 c.m. of garbage:	48,32€
Lump sum for a quantity up to 5 Metric tons:	552,24€
Unit rate for a quantity greater than 5 MT:	110,45€

a.3. Additional lump sum charge for the collection of solid residues under paragraphs a.1 & a.2, from ships at the port's berths

For the use of a towed barge:	800€
For the use of powered barge:	300€

a.4. Maximum time of engagement of the Contractor's water craft and land means for all cases under paragraphs a.1 & a.2 1 Hour

a.5. Hourly rate of collection means, for any additional time beyond that specified under a.4 75€

a.6. Surcharge on paragraphs a.1 through a.5 for collection outside working days and hours

(normal working hours during working days: 07:00-15:00)

Weekdays	40%
Holidays and weekend	60%

a.7. Daily lump sum price for container rental:

Container 12m ³	20€
Container 20m ³	30€
Container 35m ³	35€

a.8. Daily lump sum price for barge rental: 150€

b. Hazardous solid waste, Hazardous medical waste and cargo residues

Price as per an agreement between user, contractor and PCT on a case by case basis and following analysis-identification of the hazardous residues concerned, the results of which shall be communicated to PCT.

7. PRICING READJUSTMENT

The above-mentioned fees and rates will be fixed for a period of two years unless PCT decides for an earlier adjustment.

Any adjustment will be decided between PCT and the solid waste reception and handling services Provider, upon written agreement, which will be signed between the parties at the beginning of each contract year.

It is however agreed that, in no case, will the fees and rates for the provision of waste reception facilities under this tender be lower than the closest port's respective fees and rates.

8. REFUND PAYMENTS TO PCT BASED ON THE INVOICES ISSUED REGARDING THE SERVICES OFFERED BY THE SOLID WASTE RECEPTION AND HANDLING SERVICES PROVIDER

A. REFUND PAYMENT TO PCT BASED ON THE FEES FOR SHIPS ENGAGED IN UNSCHEDULED ROUTES.

The total amount resulting from the withholding of 15% as per paragraph 1a, after deducting 5% (that will be assigned to PCT SA) for the development and operation of the data processing application, will be allocated between PCT and the Contractor of Solid Waste Handling Services by 50% to each party.

The total amount resulting from the non-refunding of the advance fees as per paragraph 1.b (non delivery of wastes from a ship), after deducting 5% (that will be assigned to PCT SA) for the development and operation of the data processing application, will be allocated between PCT and the contractor of Solid waste Handling Services in percentages 58% and 42% respectively.

The clearance of the above collected fees will be made at the end of the month and the solid waste reception and handling services Provider will issue the invoice regarding the above percentages from the fees concerning the solid wastes, which will be charged with the applicable VAT rate.

The full payment of the solid waste reception and handling services Provider invoices will be made within ten (10) days from the issue date of the relevant invoice.

B. REFUND PAYMENT TO PCT BASED ON THE FEES FOR SHIPS ENGAGED IN SCHEDULED ROUTES

The total amount from the reciprocative fees that will be collected by PCT as described in paragraphs 2 and 4, will be allocated between PCT and the solid waste reception and handling services Provider in percentages as will be formed after the relevant bidding, and not less than 22% in favor of PCT.

The clearance of the above collected fees will be made at the end of the month, and the solid waste reception and handling services Provider will issue the invoice regarding the above percentage from the fees concerning the solid wastes, which will be charged with the applicable VAT rate.

The full payment of the solid waste reception and handling services Provider invoices will be made within ten (10) days from the issue date of the relevant invoice.

C. REFUND PAYMENT TO PCT BASED ON THE INVOICES ISSUED REGARDING THE SERVICES OFFERED BY THE CONTRACTOR FOR THE SOLID WASTE HANDLING SERVICES

A. Invoices issued for the services offered to ships with unscheduled routes.

The ships with unscheduled routes that discharge their residues will be charged with the rates as these are described in paragraph 6.2 herein.

The clearance of these invoices will be made at the end of the month and the contractor will send to PCT a list with all the issued (as well as copies of them) and the total amount resulting from the services offered.

The contractor for the Solid Waste Handling Services will pay to PCT a percentage of the total amount of the invoices according to the offer (as will be formed after the relevant bidding).

The above payment to PCT will be made within one (1) month after the clearance of the invoices.

In case of bad debts from the invoiced ships, the relevant percentage that will have been rendered to PCT from the contractor will be refunded to the contractor at the end of the year.

B. Invoices issued for services offered to ships with scheduled routes.

As described in paragraph 6.1 herein, the ships that pay reciprocative fees may need extra services than these are defined in their categories and therefore they will be billed from the contractor for the relevant services.

The clearance of these invoices will be made at the end of the month and the contractor will send to PCT a list with all the issued (as well as copies of them) and the total amount resulting from the services offered.

The contractor for the Solid Waste Handling Services will pay to PCT a percentage of the total amount of the invoices according to the offer (as will be formed after the relevant bidding).

The above payments to PCT will be made within one (1) month after the clearance of the invoices.

In case of bad debts from the invoiced ships, the relevant percentage that will have been rendered to PCT from the contractor will be refunded to the contractor at the end of the year.

9. GENERAL

Software application

PCT will develop and maintain a software application for the waste collection and management.

The solid waste reception and handling services Provider shall provide to PCT any support required for the above-mentioned application and PCT will be responsible for the improvement and maintenance cost of this application. This cost will be covered from the deduction of the 5% of the advance fees for solid residues (from the ships that are engaged in unscheduled routes) as described in paragraph 1 and this percentage will be assigned to PCT.

The solid waste reception and handling services Provider shall organize the formalities and procedures regarding the applied fees by using its own personnel which will be located to an office provided by PCT in the container terminal. The above-mentioned personnel will operate and have access to the above-mentioned software application for the entire duration of the contract.

ANNEX C

ANNEX C : General Criteria Required For All New Suppliers				
<u>INFORMATION REQUESTED</u>	<u>ΑΠΑΙΤΟΥΜΕΝΑ ΣΤΟΙΧΕΙΑ</u>	GREECE	EU Supplier (Excluding Greek Suppliers)	Non EU Supplier
Company Full Details	Πλήρη Στοιχεία Εταιρείας	Απαιτούμενο Στοιχείο	Απαιτούμενο Στοιχείο	Απαιτούμενο Στοιχείο
Bank Details	Τραπεζικά Στοιχεία			
- Bank Name	- Όνομα Τράπεζας	Απαιτούμενο Στοιχείο	Required Information	Required Information
- Beneficiary Name	- Δικαιούχος Τραπεζ. Λογ/σμού	Απαιτούμενο Στοιχείο	Required Information	Required Information
- Bank account number	- Αριθμός Λογ/σμού	Απαιτούμενο Στοιχείο	Required Information	Required Information
- SWIFT code	- SWIFT code	Απαιτούμενο Στοιχείο	Required Information	Required Information
- IBAN	- IBAN	Απαιτούμενο Στοιχείο	Required Information	Required Information
TAX Certification	Φορολογική Ενημερότητα	Απαιτούμενο Στοιχείο	NO	NO
Social Security Certification	Ασφαλιστική Ενημερότητα	Απαιτούμενο Στοιχείο	NO	NO
G.E.M.I. (General Electronical Commercial Registry) Up-to-date authorization letter	Γ.Ε.Μ.Η. (Ηλεκτρονικοποιημένο "ΓΕΝΙΚΟ ΠΙΣΤΟΠΟΙΗΤΙΚΟ") *	Απαιτούμενο Στοιχείο	NO	NO
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου νομικού προσώπου	Απαιτούμενο Στοιχείο	NO	NO
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου επιχείρησης*	Απαιτούμενο Στοιχείο	NO	NO
«Good standing certificate from Tax Authority» (Official English Translation)		NO	Required Information	Required Information
VAT Registry (with English Translation)		NO	Required Information	NO
Business License (with English Translation)		NO	Required Information	Required Information