

**BID Invitation**

**For the provision of Automotive Diesel Oil**

|                     |   |
|---------------------|---|
| <b>Issue Date</b>   | 16 <sup>th</sup> January 2024   |
| <b>Closing Date</b> | 5 <sup>th</sup> February 2024   |
| <b>Closing Time</b> | 17.00 Greek Local Time  |
| <b>Issuer</b>       | PCT<br>SEMPO N. Ikonio<br>18863 Perama<br>Commercial Register No:<br>044791207000 |

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**NOTE TO PARTICIPANTS:**

By submitting their Proposals the Participants agree to abide by the terms and conditions of the Invitation to Bid

## GLOSSARY

**“BID Invitation”** or **“Invitation to Bid”** means the present document, along with any Annexes attached hereto.

**“BID Invitation Documents”** means the documents in relation to the BID Invitation, including the Invitation to Bid.

**“Closing Date”** means the submission deadline, as stipulated in article 2.1.3 herein below.

**“Contract”** or **“Agreement”** means the framework agreements that will be executed between PCT and the Contractor(s) as a result of the Bid.

**“Contractor(s)”** or **“Supplier(s)”** means PCT’s contracting party to the framework agreements to be executed pursuant to the present Invitation to Bid.

**“Participant(s)”** or **“Interested Parties”** means the legal persons that are interested in submitting an offer for the provision of the supplies that are the subject-matter of this Invitation to Bid.

**“PCT SA”, “PCT”, “Company”** or **“Piraeus Container Terminal”** means Piraeus Container Terminal Single Member S.A.

**“Proposal”** or **“Offer”** means the proposal submitted by a Participant in response to the present Invitation to BID.

**“Supplies”** means the (a) Automotive Diesel Oil to be provided by the Contractor(s).

## **1. PRESENTATION OF PCT**

PCT is a Greek société anonyme which pursuant to the concession agreement dated 25/11/2008 (the “**Concession Agreement**”), as currently in force, for the concession of the port installations of Piers II and III of the container terminal of the Port of Piraeus (the “**New Container Terminal**”) between the Piraeus Port Authority (PPA), COSCO SHIPPING Ports Limited (the “**CSPL**”) (formerly named "COSCO Pacific Limited") and PCT, which (Concession Agreement) has been ratified by Law 3755/2009, as amended and in force, PCT has undertaken the management and operation of Piers II and III of the New Container Terminal for the period of time set forth in the Concession Agreement.

## **2. SCOPE OF BID**

### **2.1 The current process (hereinafter: the Bid)**

**2.1.1** The scope of the BID Invitation is the supply of liters of automotive diesel oil for the operating needs of the vehicles and machinery used by PCT. Upon the completion of the Bid, PCT will sign with the finally selected Participant(s) one framework agreement as follows:

#### *Duration of the Agreement*

- The duration of the framework agreement for the supply of automotive diesel will be two (2) years with option of automatic renewal for one (1) additional year under the same terms, conditions and supplier margin, unless either contracting party declares in writing no later than four (4) months prior to expiry of the initial term of the agreement that it does not wish the renewal of the term thereof.

#### *Estimated Quantities*

- The estimated quantity for the supply of automotive diesel per contract year is expected at Six Million liters (6.000.000) +/-15%. Expected quantity is only referred for supplier capacity and delivery estimation. The signing of the framework contract imposes no obligation on PCT to purchase the quantities as estimated.

### Delivery

The Supplier(s) must deliver the automotive diesel in installments, at its own risk and expense, to the premises of PCT Single Member S.A. located in Sempo Neo Ikonio, Perama - Greece at the latest:

- Automotive diesel according to reference at Annex B, 2.2.3

**2.1.2** The present Bid Invitation is available at <http://www.pct.com.gr/>. Interested Parties may receive additional information or clarifications in relation to this BID Invitation by submitting questions up to five (5) days (included) prior to the Closing Date in writing via e-mail at: Konstantinos.Ampelidis@pct.com.gr.

After the lapse of the above time limit no other communication or request for clarification as to any terms of the BID Invitation Document may be acceptable.

PCT's responses in writing will be communicated to the Interested Parties up to two (2) days prior to the Closing Date. The Interested Parties may not invoke any oral answers, clarifications, or discussions with PCT or its employees, executives, or advisors, and any such invocation will be rejected and will not be taken into account.

**2.1.3** The Offers must be submitted no later than Monday 5<sup>th</sup> February 2024-17.00 Greek Local Time, in accordance with the submission method described in article 6.

**2.1.4** The Interested Parties may submit Offers for both Supplies, if they wish so. Nevertheless, PCT may award the framework agreements to the same or different Participants, based on the award criteria.

### **3. ELIGIBILITY CRITERIA**

Eligible Participants are the legal persons which meet the following eligibility criteria

- Have in force the trade license for petroleum products of Category A, provided for by L. 3054/2002 (article 6) and issued in accordance with the Ministerial Decision Δ2/16570/07.09.05, Government Gazette 1306/B/16.09.2005, as amended and in force. In this framework the Participants shall have storage

facilities of sufficient capacity, which meet the requirements of the provisions in force and have the suitable technical equipment for the safe storage and the smooth transport of the Supplies. Furthermore, the Participants shall have the required means of transport (tanker) for the exercise of their activities, which will carry clearly the trademark of the Supplier and any additional marks in accordance with the applicable laws.

- Have in force a civil liability insurance policy against third parties with a first class insurance company lawfully operating or legally represented in EU.
- Have a certified electronic fuel output input system pursuant to legislation in force;
- Have a GPS transport tank monitoring system, pursuant to legislation in force, as applicable;
- Have delivered quantities of more than 10.000.000, 00 liters of diesel during the last three years (2020, 2021, 2022);
- The successful Contractor shall, during the whole time and process of transport and delivery operations of automotive diesel, abide by the provisions of Greek labor law as regards the personnel it employs and take all appropriate measures to comply with the provisions of Greek laws in relation to health and safety at work;
- The technical specifications for diesel are defined each time on the basis of the applicable legislation and decisions of the Supreme Chemical Council.

#### **4. EXCLUSION CRITERIA**

**4.1** PCT reserves the right to disqualify the Interested Parties (including the selected Participant) at its sole and absolute discretion, indicatively in the event that an Interested Party:

- a) has become bankrupt, insolvent or unable to pay its debts as they fall due or any act or event of bankruptcy or insolvency occurs in any jurisdiction where it has assets or a place of business or is placed under a legal status entailing the loss of free management of its assets or is dissolved (wound up);

- b) has not fulfilled or otherwise come to a lawful arrangement in respect of any material obligations relating to the payment of social security contributions, to the extent applicable;
- c) has not fulfilled or otherwise come to a lawful arrangement in respect of any material obligations relating to the payment of taxes, to the extent applicable;
- d) a member of the administrative, management or supervisory body of that Interested Party has been subject of conviction by final judgement under the relevant applicable legal provisions on the criminal offences mentioned below: participation in a criminal organisation, corruption, fraud, terrorist offences or offences linked to terrorist activities, offences linked with the pollution of the environment, money laundering or terrorist financing, child labour and other forms of trafficking in human beings, embezzlement, extortion, forgery, perjury, as these criminal offences are defined in Greek Law and/or the law of the country in which the Interested Party is established;
- e) has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the criteria presented in the present, has withheld such information or is unable to submit the required documents supporting such information.

#### **4.2. Rejection of the Offers**

Offers will be rejected if:

- a) the Offer has been received after the Closing Date;
- b) the Offer does not fulfil the criteria, conditions and prerequisites set in this BID Invitation;
- c) the Offer does not comply with the specifications described in the Bid Invitation Documents and/or includes conditions or significant restrictions.

## **5. THE OFFER**

The Offer shall consist of the Technical Proposal, as described in article 5.1 hereof and the Financial Proposal, as described in article 5.2 hereof. The Offer includes the supporting documentation presented in article 5.3 hereof.

### **5.1 The Technical Proposal**

The Technical Proposal shall include any necessary information according to the Interested Party's opinion, in order to demonstrate that the Participant, as described in more detail in article 5.3.2 hereof:

- has the capacity to deliver the Supplies in the required time and in accordance with the applicable Laws;
- has adequate staff for the timely and proper provision of the Supplies;
- has the required infrastructure and has entered/will enter into the necessary agreements to fulfil the obligations to be undertaken pursuant to the Agreements;
- its current workload allows the prompt delivery of the required Supplies;
- takes all the necessary safety measures for the safety of the employees involved in the trading and transport of the Supplies;
- respects the environment and implements any necessary measures to avoid environmental pollution.

### **5.2 The Financial Proposal**

5.2.1 The price of the Financial Proposal includes any amounts of retention and withholding as well as any other charges, except for VAT. The price without VAT shall be taken into consideration for the comparison of the Offers.

5.2.2 The indication of the price in EURO shall be written in two decimal digits. The general total shall be rounded in two decimal digits, adjusted upwards, if the third decimal digit is equal to or greater than five and, adjusted downwards, if less than five.

5.2.3 Any Offer, which sets forth a condition for readjustment of prices, is rejected as inadmissible.

5.2.4 Any Offer, which does not give prices in EURO or determine the exchange of EURO to foreign currency, shall be rejected as inadmissible.

5.2.5 The purchase price is defined as the published purchase price of EL.PE. (ex factory) of diesel, which was in force on 30<sup>th</sup> of January 2024.

5.2.6 If the offered price does not arise from the Offer clearly, the Offer is rejected as inadmissible.

### **5.3 Supporting Documentation**

#### **5.3.1. SUB-FOLDER OF PARTICIPATION DOCUMENTATION**

The Sub-folder of Participation Documentation shall include the following documents, otherwise PCT will consider the Offer inadmissible and it will not take it into further consideration:

- i. The company's full details and a brief description of the Interested Party's organisation and means;
- ii. Bank Details (Bank Name, Beneficiary Name, Bank Account Number, Swift Code , IBAN)
- iii. Copy of a Class A Oil Marketing License in force.
- iv. List of the main fuel deliveries (diesel) made during the previous three years (2020, 2021, 2022), with reference to the geographical location of the buyer and the quantity of the order or contract (minimum quantity of deliveries of 10,000,000 liters per three years).
- v. Appropriate civil liability insurance policy against third parties, in accordance with applicable law, with a first class insurance company operating or legally represented within the European Union.



- vi. Output input system certificate in force.
- vii. a detailed certificate of representation issued the day before the Closing Date;
- viii. TAXISNET personalized information; TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου νομικού προσώπου
- ix. TAXISNET personalized information; TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου επιχείρησης
- x. Tax Clearance Certificate;
- xi. Social Security Certificate;
- xii. G.E.MI. (General Electronical Commercial Registry) Up-to-date authorization letter - Γ.Ε.Μ.Η. (Επικαιροποιημένο "ΓΕΝΙΚΟ ΠΙΣΤΟΠΟΙΗΤΙΚΟ")
- xiii. the Interested Party 's competent management body's decision to participate in the Bid, submit the Offer and appointing its Authorized Representative to specifically sign and submit the Offer;
- xiv. a Solemn Declaration according to L. 1599/1986 of the Interested Party 's Authorized Representative stating that:
  - (a) the exclusion criteria of article 4.1 are not met.
  - (b) the eligibility criteria of article 3 are met.
  - (c) is fully aware of the content of this BID Invitation and unconditionally and unreservedly accepts all its terms.
  - (d) acknowledges that its participation in the BID takes place at its sole risk and expense and that the participation as such does

not establish any right to compensation from PCT or PCT's personnel.

- (e) acknowledges that disqualification from the BID or failure to succeed in the BID does not create any right to compensation for the Interested Parties.
- (f) in any case it waives any right for compensation arising out of any PCT's acts, omissions or decisions taken or implemented in connection with the present BID Invitation.
- (g) warrants that all documents, information, declarations, data and supporting documents submitted in the Offer are true and accurate and no information relating to the BID Invitation and the Project has been concealed.
- (h) represents that there are no corporate, competition-related or other legal restrictions which impede it from submitting the Offer.
- (i) represents that neither itself, its controlling shareholder(s) nor any of its subsidiaries, or (to its knowledge) any of its directors or senior officers is, or is subject to dominant influence of or controlled by an individual/entity that is, the subject of any economic or financial sanctions or trade embargoes (collectively, "Sanctions") administered, enforced or imposed by the United Nations Security Council, the European Union or the United States from time to time.
- (j) represents that it will take all necessary actions in order for the eligibility criteria to be met throughout the duration of the contractual relationship, as it may be renewed.
- (k) details of the procedure agent (in Greek "αντίκλητος") appointed by the Interested Party to act as a contact person for all communications between with PCT including name, address, email address, phone and fax number.

- (l) full contact details for the Authorized Representative (including full name, address, phone, fax number and email address); “Authorized Representative” means the legal representative of the Interested Party (according to the Interested Party’s AoA/bylaws) or a specifically authorised representative (by a decision issued by the Interested Party’s competent body), as the case may be, who has the power to bind the Interested Party and also has the authority to sign and submit the Interested Party’s Offer.

### **5.3.2. SUB – FOLDER OF TECHNICAL PROPOSAL**

The Technical Proposal shall include the following information, otherwise PCT will consider the Offer inadmissible and it will not take it into further consideration:

#### **Automotive Diesel**

1. The chemical characteristics of the automotive diesel offered.
2. The origin of the oil offered, i.e.: from which refinery it will come. If the refinery declared in the offer does not exist or it operates without a legal authorization, the offer will be rejected.
3. A Solemn Declaration according to L. 1599/1986 signed by the legal representative of the refinery from which the Participant will procure the automotive oil, in the event that the Contract is awarded to it (to the Participant). The Solemn Declaration shall state that the refinery accepts the execution of the supply in the event that the Participant is selected, throughout the term of the Contract, as it may be renewed. It is clarified, that during the contractual relationship the Contractor shall not change refinery, other than with the previous written consent of PCT.
4. Description of the Contractor's online, certified electronic input-output monitoring system for loading from the service station, transporting and more accurate delivery of volumetric diesel to the PCT Single Member S.A (including GPS monitoring system).
5. Description of the facilities (e.g. storage areas), the means (tankers, etc.) and

- the equipment available to the supplier for the implementation of the supply.
6. Description of how the fuel is supplied and the measures taken by the supplier to ensure continuous supply even in cases of force majeure (e.g. strike).
  7. Description of measures taken to ensure deliveries per product according to Annex B 2.2.3 and 2.2.4.
  8. Description of the measures taken by the supplier for plant safety, environmental protection and price transparency.
  9. Description of the quality control methods carried out to ensure the quality of his delivered products.
  10. Quality assurance for environmental management.

### 5.3.3. SUB-FOLDER OF FINANCIAL PROPOSAL

The Sub – Folder of Financial Proposal includes the Financial Proposal drafted in accordance with the template attached hereto as ANNEX A and the instructions of par. 5.2 hereof, otherwise PCT will consider the Offer inadmissible and it will not take it into further consideration. The following information shall be incorporated in the Financial Proposal.

#### **I. PURCHASE PRICE**

##### **Automotive diesel**

1. The financial offer should contain the purchase price of the fuel on 30<sup>th</sup> of January 2024, the selling price in PCT and the fixed supplier margin, as shown by deducting the purchase price of the motor oil from the refinery (ex factory ), from its sale price to PCT Single Member SA., as shown by the formula:

SM = SSP - RPP, where:

SM = Suppliers margin.

SSP = Supplier selling price of fuel per thousand liters on the day of delivery excluding VAT.

RPP = purchase price of fuel per thousand liters from the refinery (ex-factory), including all legal charges, excluding VAT, on the day of delivery.

3. The selling price per thousand liters will be the refinery purchase price plus the fixed supplier margin and will relate to the delivery of the fuel free from any charge of PCT Single Member S.A. at the place, time and in the manner specified in this declaration.

4. The refinery purchase price of automotive diesel oil will be that, announced each time at <http://oil.gge.gov.gr/>, as an indicative purchase price ELPE. (ex factory with charges), excluding VAT.

## **II. PAYMENT TERMS**

### **Automotive diesel oil**

- Advance Payment in the first 15 working days of each month, according to PCT's estimation of the consumption for the current month. The estimation of the fuel consumption of the current month will be derived as the average consumption of the preceding three months and the price effective on the 1st day of the same month. The maximum amount of advance payment is agreed to €800.000.
- The balance amount at the end of the month will be paid in the first 15 working days of next month.

## **6. SUBMISSION OF OFFERS – VALIDITY OF OFFERS**

### **6.1 The submission process**

**All participants who are interested to submit their offer, are kindly requested to send an email to Mr. Konstantinos Ampelidis (Konstantinos.Ampelidis@pct.com.gr) in order to receive thorough guidelines to access the PCT corporate FTP platfotm.**

6.1.1 The Interested Party is responsible for and accepts the risk for any event, to include even force majeure, that may have as a result the non-timely or non-duly submission of the Offer.

6.1.2 Offers submitted after the Closing Date are rendered inadmissible.

6.1.3 The Interested Parties bear responsibility for the costs and expenses incurred in preparing and submitting an Offer in response to the BID Invitation. PCT will not reimburse the Interested Parties and/ or any third parties for any cost they will incur related to this Bid.

6.1.4 The Offers shall be valid for sixty (60) calendar days starting from the Closing Date. An Offer setting a time of shorter validity of the abovementioned shall be rejected as inadmissible. The Interested Parties are advised that PCT may ask them to extend the validity of the Offers for additional sixty (60) calendar days.

## **6.2 The submission**

The file submitted for each bid shall clearly indicate:

- The word "OFFER-Automotive Diesel Oil"
- The Participant's details.

The OFFER File contains individual encrypted zip files with different passwords: the subfolder of the "Participation Document", the subfolder of the "Technical Proposal" and the subfolder of the "Financial Proposal". Each of the three subfolders must bear the title respectively: "PARTICIPATION DOCUMENTS", 'TECHNICAL PROPOSAL', 'FINANCIAL PROPOSAL'.

PCT (through Mr. Ampelidis Konstantinos) will initially receive just one (1) password from each of the participants. The password will be **ONLY** for the "Participation Documents" encrypted folder. **No other password will be submitted at this point.** After Participants are qualified from this stage, they will be notified to submit the 2<sup>nd</sup> password for the "Technical Proposal". If they qualify this stage they will be notified to submit the 3<sup>d</sup> and final password for the "Financial Proposal".

## **7. SELECTION AND AWARD PROCESS**

The Contractor(s) will be selected on the basis of the Offer with the lowest fixed supplier margin.

## **7.2 The award of the Contract**

PCT will notify the selected Participant of its decision immediately upon completion of the evaluation process by facsimile transmission (by fax) or via email, containing at least the following information:

- a) The item to be supplied.
- b) The price.
- c) The deadline for signing the contract.

The Participants have no right to lodge an appeal against PCT's decision for awarding the Contract.

PCT may enter into negotiation with the selected Participant to conclude the Contract. At the end of such negotiations PCT may request the selected Participant to submit a best and final offer.

All terms and conditions as well as all technical specifications and data included in the present Invitation to Bid are considered to be part of the procurement; they will not be subject to any negotiations and will be incorporated in the Contract without any modifications, unless PCT deems otherwise.

The Participants must note that, the Contractor to the framework agreement for the supply of Automotive Diesel Oil, within ten (15) days starting from the execution date of the Agreement, shall issue in favour of PCT an unconditional letter of guarantee (Performance Bond) payable on PCT's first demand in accordance with the template provided in Annex C attached hereto, for an amount equal to 800.000,00 Euros. The Performance Bond shall be issued by a first class bank, lawfully operating in EU. The Performance Bond shall be valid until the termination of the Contract plus forty five (45) calendar days.

## **8. APPLICABLE LAW**

This Invitation to Bid and the Contract shall be governed by and construed in accordance with the laws of Greece. Should any disagreement or dispute arise between the Parties

in connection with the interpretation of the terms hereof and/or in connection with the rights, claims and obligations arising hereunder, such disagreement or dispute shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece.

## **9. OTHER TERMS**

**9.1** Submitting an Offer entails full and unreserved acceptance of all terms and conditions of this BID Invitation and the Bid Invitation Documents.

**9.2** No representations, warranties or commitments, whether express or tacit, have been or can be considered to be given or shall be given in relation to the accuracy, adequacy or completeness of this document and the informational data provided by PCT to the Interested Parties during the Bid.

**9.3** This BID Invitation does not constitute an offer to enter into agreement and no contractual relationship is established hereby.

**9.4** PCT reserves the right to repeat, postpone, cancel, suspend or amend the Bid, at any time without it being held liable in any way to the Interested Parties and/or 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 Bid. Exclusion from the Bid or failure in the Bid does not give rise to any right to claim compensation from PCT and/or its employees, officers or advisors, and agents in general.

**9.5** It is at the PCT's sole and absolute discretion to consider the Offers void and invalid in their entirety, without it being held liable in any way to the Interested Parties and/or third parties.

**9.6** PCT reserves the right to enter into negotiations with the selected Participant after the evaluation process and before concluding the Agreement(s).

**9.7** The Interested Parties will not share with PCT personal data of data subjects, without obtaining their prior explicit consent. Personal Data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can



be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**9.8** PCT will not use the documents, information, data and supporting documentation for any purposes other than the award of the Agreement and the execution thereof.

**9.9** The Interested Parties are prohibited from forming alliance or exchanging information, which may cause damage to the interests of PCT and/or may exclude the participation of other Interested Parties.

**ANNEX A****A. Financial Proposal Template  
For Automotive diesel oil**

\_\_\_\_[ Date]

To: Piraeus Container Terminal Single Member S.A.

85, Akti Miaouli &amp; 2, Flessa Str

185 38 Piraeus, Greece

Ladies/Gentlemen:

We, the undersigned, offer to provide Automotive Diesel Oil to PCT in accordance with your Invitation to Bid under the title "Bid Invitation for the provision of Automotive Diesel Oil" dated 16<sup>th</sup> of January 2024 and our Offer. Our Financial Proposal is as described in the table below (a) does not include VAT; but (b) includes all other taxes, dues and expenses for the rendering of requested supply.

| <b>A/A</b> | <b>Description</b>                | <b>Refinery<br/>Purchase<br/>Price ex<br/>factory (€/m3)</b> | <b>Supplier<br/>Margin (€/m3)</b> | <b>Supplier Selling<br/>Price (€/m3)</b> |
|------------|-----------------------------------|--|-----------------------------------|--|
| <b>1</b>   | Automotive diesel<br>oil          |  |                                   |  |
|            |                                   |  |                                   |  |
|            | <b>NET Total (€):</b>             |  |                                   |  |
|            | <b>VAT 24% (€)</b>                |  |                                   |  |
|            | <b>Final Total Price<br/>(€):</b> |  |                                   |  |



\*The purchase price is defined as the published purchase price of EL.PE. (ex factory) of diesel, which was in force on 30<sup>th</sup> of January 2024.

The payment terms: [drafted in accordance with par. 5.3.3. of the Invitation to Bid]

Our Offer shall be valid and binding (without any terms) vis-à-vis PCT for sixty (60) calendar days as of the Closing Date, as stipulated in the Invitation to Bid.

We understand you are not bound to accept any Proposal you receive.

We acknowledge that we will not be entitled to receive any additional payment and that we will not have a right of renegotiation or reconsideration of this amount for any reason whatsoever.

We accept to submit a best and final offer, in the event that upon being named as the selected Participant, PCT asks for a best and final offer.

Yours sincerely,

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

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

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

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

## **ANNEX B**

### **Technical specifications - Specific conditions**

#### **2.1. GENERAL TECHNICAL FEATURES**

The automotive diesel oil offered at the time of each partial delivery must have the physicochemical and other characteristics required each time under the applicable legislation and the decisions of the Supreme Chemical Council as applicable.

#### **2.2. TIME - METHOD & DELIVERY LOCATION:**

2.2.1. Without prejudice to any applicable laws, the supplier shall deliver the Supplies at its sole responsibility and expense to the premises of PCT Single Member S.A. at Sempo Neo Ikonio Perama within the time limits and in the manner provided for in the present Annex.

2.2.2. The Automotive Diesel Oil shall be delivered in installments. The exact quantity and fuel tank for each delivery will be determined by PCT Single Member S.A. and will be notified to the Supplier via email.

2.2.3. The delivery date for automotive diesel oil shall be

- a) For orders placed from Monday to Saturday between 06:00am and 09:00am the delivery shall be completed within 5 hours of the same order day.
- b) For orders placed from Monday to Friday after 09:00am the delivery shall be completed on the next day.
- c) For orders placed on Saturday after 09:00am and on Sunday (any time) the delivery shall be completed on the following Monday.
- d) PCT accept deliveries from Monday to Saturday 08:20am to 14:30am.

2.2.4. The automotive diesel oil shall be transported by appropriate means of transport of liquid fuels (tankers) of the supplier which will clearly bear the trade mark of the marketing company to which they belong, according to legislation applicable.

2.2.5. Tanker vehicles should have separate compartments, which will be sealed with a special lead seal "buttoned".

2.2.6. The diesel will be delivered to the fuel tanks of the facilities of PCT Single Member S.A. located at Sempo Neo Ikonio Perama.

2.2.7. The transport and delivery of the Supplies shall take place in accordance with the applicable laws. The Supplier shall comply strictly with the applicable laws (e.g. environmental, labor, etc) and shall ensure that the personnel involved observes strictly and continuously the necessary safety measures. PCT is by no means responsible for the Supplier's personnel in terms of insurance, compensations, industrial accidents, etc.

2.2.8. The supplier is solely and fully liable to PCT, PCT's personnel and any third party for any damage or claim arising out of the Supplier's employees, personnel, vicarious agents, subcontractors, assignee actions or omissions attributable to willful misconduct or negligence.

2.2.9. The Participants shall note that the timely delivery of the Supplies is absolutely essential for PCT and affects materially its operations.

### **2.3. Receipt:**

#### **For Automotive Diesel Oil**

1. A member(s) of PCT will be appointed as the responsible person(s) to receive the diesel.

2. Upon receipt of the Supply, PCT shall confirm that the deliveries meet the agreed quality standards and conform to the expected quantities. The Supplier is entitled to be present during this process. The evaluation of the quality and quantity shall take place in accordance with the following rules.

3. The quantitative control of diesel shall be carried out by the receiving member(s) at the place indicated by the PCT S.A. The quantitative check shall be carried out by reducing the fuel to 15 oC. The fuel delivered shall be accompanied by a delivery note detailing its type; the ambient temperature, the specific weight, the conversion factor for the reduction to 15oC, the unit of measurement of the quantities delivered, and the quantities delivered measured at ambient temperature as well as by reference to

15oC. according to the tanker's volumetric. For this measurement, PCT member will use the specific volume counting metrics (rods) of the tanker. These rods will be graded and sealed by the competent volumetric committee of the Ministry of Finance. The volume of diesel oil received shall be checked to comply with the tanker meter reading. It will also be checked by the above member(s) of PCT S.A. if the tanker has been completely evacuated.

2.3.4. Quality control may be carried out in one or more of the following ways, in whole quantity or by sampling:

Macroscopic examination.

Laboratory (chemical or mechanical) examination.

Practical test.

In another way, as provided for in the contract.

In any case, the macroscopic examination shall precede any other examination or test.

2.3.5. The driver of the tanker shall be obliged to deliver to the member(s) of the Receiving Committee a bottle with a sample of the fuel he delivers, which he will collect at the time of delivery in front of PCT member(s) and which will then be sealed in the presence of the driver and PCT member(s).

2.3.6. In order to verify whether the technical characteristics of the automotive diesel oil supplied to PCT S.A. are the same as those indicated by the supplier in its bid, PCT S.A. may, at its discretion, carry out the necessary laboratory tests of the fuel in one of the official laboratories of the State such as the General Laboratory of the State, or the E.M.P. or in another reliable, specialized certified laboratory of the public or private sector.

2.3.7. Quality checks shall be carried out at times and in any appropriate manner, as defined by the Receiving Committee, at its discretion.

2.3.8. The cost of the above laboratory checks shall be borne by PCT S.A., except where the results of the checks show that the technical characteristics delivered do not



correspond to the technical characteristics indicated by the supplier in his bid, in which case the relevant costs shall be borne by the supplier.

## ANNEX C

### Performance Bond Template

To: Piraeus Container Terminal Single Member S.A.

85, Akti Miaouli & 2, Flessa Str

185 38 Piraeus, Greece

Reference: Guarantee No [...]

Issuance Date: [.....]

We, [insert Bank's official name] having our registered office located at [...] (hereinafter called "the Bank") have been informed that "..." (hereinafter called "the Supplier") entered into a contract dated [...] with you for the Tender titled "*BID Invitation For the provision of Automotive Diesel Oil*" dated 16/01/2024, at a purchase price of EUR [amount in words and figures](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Bond is required.

At the request of the Supplier, we, the Bank, irrespective of the validity and the legal effects of the above mentioned Contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably and unconditionally undertake to pay you, upon receipt by us of your first written demand in original paper form, without taking into account any objection or disagreement of the Supplier, any amount up to the maximum of **EUR** ..... (.....). The aforementioned demand should state that the Supplier is in default under the Contract, without the need to specify in which respect(s) the Supplier is in default, without cavil or argument, or need for you to prove grounds or reasons for your demand or the sum specified therein.





This guarantee is and will be valid until [.....] (the Expiry Date), and any written demand for payment in original paper form under this guarantee must be received by us on or before the close of our business hours of the Expiry Date through your bank.

This guarantee shall be governed by and construed in accordance with the laws of Greece and any dispute arising under this guarantee shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece, to the exclusion of any other jurisdiction.

Done at [insert place], on [insert date]

[Signature]