



**TENDER DOCUMENT FOR THE AWARD OF  
SERVICES OF PROJECT MANAGER AND DESIGNER  
(PMD) FOR THE PROJECT OF NEW OFFICE  
BUILDING**

**June 2022**

**Piraeus, Greece**

## TABLE OF CONTENTS

<b>1.</b>	<b>PCT.....</b>	<b>5</b>
<b>2.</b>	<b>SCOPE OF TENDER .....</b>	<b>6</b>
2.1	The current process (hereinafter: the Tender) .....	6
2.2	Eligible Interested Parties.....	7
<b>3.</b>	<b>THE PROJECT IN BRIEF .....</b>	<b>9</b>
3.1	Office Building.....	9
3.2	Brief Description of the project.....	9
3.3	A more detailed description of the tasks to be carried out by the PMD .....	10
<b>4.</b>	<b>COOPERATION WITH OTHER INVOLVED PARTIES .....</b>	<b>14</b>
<b>5.</b>	<b>EXCLUSION CRITERIA .....</b>	<b>15</b>
5.1	Personal Situation Criteria.....	15
5.2	Conflict of interest .....	15
5.3	Rejection of the Offers.....	16
<b>6.</b>	<b>THE OFFER.....</b>	<b>17</b>
6.1	The Technical Proposal .....	17
6.2	The Financial Proposal .....	19
<b>7.</b>	<b>SUBMISSION OF OFFERS – OFFER DOCUMENTATION – TIME LIMIT FOR THE VALIDITY OF THE OFFERS .....</b>	<b>21</b>
7.1	The submission process .....	21
7.2	The submission .....	21
7.3	The Subfolders .....	21
7.4	The unsealing process.....	25
<b>8.</b>	<b>SELECTION AND AWARD PROCESS.....</b>	<b>27</b>
8.1	The award criterion and the selection of the PMD .....	27
8.2	The award of the Contract.....	27
<b>9.</b>	<b>APPLICABLE LAW .....</b>	<b>29</b>
	<b>APPENDIX A: Prequalification documents .....</b>	<b>31</b>
	<b>APPENDIX B: FINANCIAL PROPOSAL SUBMISSION FORMS.....</b>	<b>33</b>

## Definitions

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

- a) “Authorized Representative”: a legal representative of the Interested Party (according to the Interested Party’s statutes/bylaws) thereof 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;
- b) “Closing Date”: the deadline for the submission of the Offer, as set forth in par. 2.1.3. hereof;
- c) “Construction Contractors”: the legal entities or any person that will be awarded with a construction contract for the execution of works of CAPEX I;
- d) “Contracting Authority”: Piraeus Container Terminal S.A
- e) “Approval Authority”: Piraeus Port Authority S.A.
- f) “PMD’s Agreement”: has the meaning of para. 2.1.1. hereof;
- g) “Interested Parties” or “Candidates”: the legal entities/companies and/or natural persons participating in the Tender by submitting an Offer;
- h) “Tender Document”: the said document;
- i) “Evaluation Committee or Committee”: is the appointed committee to unseal and evaluate the Offers;
- j) “Financial Proposal”: has the meaning of para. 6.2 hereof;
- k) “Folder of Offer”: has the meaning of para. 7.2 hereof;
- l) “Letter of Guarantee”: is the performance bond described in para. 6.1 hereof;
- m) “Offer”: The offer to be submitted by the Interested Parties in the frame of this Tender and/or the main folder of the Offer which includes three sub-folders: (i) the Participation Supporting Documentation, (ii) the Specialised Knowledge and the Evidence of Expertise and (iii) the Financial Proposal;
- n) “PCT”: The société anonyme under the corporate name “Piraeus Container Terminal S.A.”;
- o) “Project”: the overall services of a Project Manager and Designer that will be according to the process described herein;

- p) "Project Team": the team of the Candidate's personnel that will be occupied in the Project, as per para.6.1 (ii) hereof;
- q) "Solemn Declaration": refers to the Solemn Declaration as per Law 1599/1986 or in the case of a foreign Interested Party a text of analogous form of evidence, in accordance with the provisions of the country of provenance thereof, signed by the Authorized Representative. In all cases where there is a reference to the term "Solemn Declaration", it is intended that such is effected by certification of the original signature of the signatory;
- r) Sub-contractor: has the meaning of para. 2.2.2 hereof;
- s) "Technical Proposal": has the meaning of para. 6.1 hereof;
- t) "Temporary PMD": has the meaning of para. 8.1.1 hereof;
- u) "Tender": the tender process described in this document;

## 1. PCT

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PCT was established by COSCO SHIPPING Ports Limited (CSPL) (formerly named COSCO Pacific Limited) as a Greek Exclusive Purpose société anonyme in order to undertake the management and operation of the port facilities of piers II and III of the Container Terminal of the Port of Piraeus (New Container Terminal) of Piraeus Port Authority S.A. (PPA) according to the relevant Concession Agreement dated 25.11.2008 (which was signed between PPA, PCT and CSPL, ratified by Law 3755/2009 as amended and in force).

## 2. SCOPE OF TENDER

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### 2.1 The current process (hereinafter: the Tender)

**2.1.1** The scope of the Tender shall be the signing of a consultancy Agreement by and between PCT and the Project Manager and Designer (hereinafter: the PMD) who will be responsible for all necessary actions required for the preparation of project design studies at all the Project preparation stages, the assistance to the negotiation with the Authorities involved, the preparation of the Turn – key Construction Tender Technical Documentation and the supervision of project construction of New Office Building described in par. 3.1 hereof.

**2.1.2** Interested Parties may receive additional information or clarifications in relation to this Tender Document, by submitting questions up to six (6) days (included) prior to the Closing Date in writing by facsimile transmission (fax) at +30 2104099101 or via e-mail at: [Konstantinos.Ampelidis@pct.com.gr](mailto:Konstantinos.Ampelidis@pct.com.gr). After the lapse of the above time limit no further communication or request for clarification as to any terms of the Tender 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 15:00 hours (Greece time) of Friday 15<sup>th</sup> of July 2022. The competent employee (contact person) to provide further information in relation to the submission process is Mr. Konstantinos Ampelidis. Interested parties should send an email to Mr. Ampelidis at [Konstantinos.Ampelidis@pct.com.gr](mailto:Konstantinos.Ampelidis@pct.com.gr) in order to receive thorough guidelines to access the PCT corporate FTP platform for the submission of their offers.

The file submitted for the bid shall clearly indicate:

- The word "OFFER - For the services of PMD for the New Office Building project" respectively
- The Participant's details and data.

The OFFER File contains individual encrypted/password locked zip files with different passwords: the subfolder of the "Supporting Document" and the subfolder of the "Financial Proposal". Each of the two subfolders must bear the title respectively: "SUPPORTING DOCUMENTS", "FINANCIAL PROPOSAL". After the deadline is reached, PCT (through Mr. Ampelidis Konstantinos) will initially receive just one (1) password from each of the participants. The

password will be ONLY for the “Supporting Documents” encrypted folder. No other password will be submitted at this point. After the “SUPPORTING DOCUMENTS” of the Participants are evaluated, they will be notified to submit the 2nd password for the “Financial Proposal”. After each stage, the Committee will prepare and submit for approval to the competent Management body the minutes regarding the evaluation of the documents.

## **2.2 Eligible Interested Parties**

**2.2.1** Eligible to participate in the Tender are the legal entities/companies and/or natural persons satisfying the following requirements:

### **2.2.1.1 *Registration with professional registries***

Interested Parties/natural persons shall be registered with Greece's Technical Chamber (Techniko Epimelitirio Ellados - TEE) or relevant professional register within the European Union or the WTO.

Interested Parties /Companies shall be registered with a professional register in Greece, EU or WTO with scope of works relevant to the Project and possess the legal right to draft, sign and submit Technical Designs."

### **2.2.1.2 *Previous experience***

The Tenderer must have proven an at least 10-year experience in studies designing and supervision in construction or renovation of Office, Retail or Commercial Buildings and at least a 10-year experience in studies designing and supervision of electromechanical & civil works.

At least 2 team members must have a proven at least 10-year experience of which one shall be in studies designing of Office, Retail or Commercial Buildings and another one in supervision of Office, Retail or Commercial Buildings.

### **2.2.1.3 *Similar projects***

Interested Parties must have carried out Office, Retail or Commercial Building Construction Projects as Technical Consultants or as EPC Contractors. The participants must have executed within the last ten (10) years engineering projects for Office, Retail or Commercial Buildings with the following characteristics:

1. Structural Design of a new construction building of at least 4000m<sup>2</sup>,

2. Architectural Design of a new construction or renovated building of at least 1000m<sup>2</sup>,
3. Steel, Composite or Concrete Structure Construction,
4. Including Construction of Basement,
5. The location shall be in Europe.

Interested Parties could fulfil the criteria described in para. 2.2.1.3. cumulatively from different projects located in Europe.

Interested Parties must have carried out projects in Building Construction works sector as Technical Consultants and these projects should amount:

Not less than, cumulative, six million euros (6,000,000.00 €) in the last ten years and one (1) of these projects must have had a construction budget not less than two million euros (2,000,000.00€).

The projects of the reference building(s) must be completed and office, retail or commercial building must be in operation in the present period.

Joint ventures between two parties are also eligible. Joint ventures of more than two parties will be disqualified.

In case of joint ventures, all members participating in the joint venture shall fulfil the criteria described in para. 2.2.1.1, while the requirements of paras. 2.2.1.2 and 2.2.1.3 shall be fulfilled by the joint venture itself.

**2.2.2.** Subcontracting is permitted only in relation to a part of the Project that will correspond, in total, up to thirty per cent (30%) of the contractual fee paid for the services requested herein. Subcontractor(s) shall meet the criteria described in paras. 2.2.1.1 and 2.2.1.2 as if they were Interested Parties themselves. Interested Parties' intention to award a subcontracting contract for part of the Project must be declared, disclosed and described in the Interested Parties' Offer, as provided herein.



### 3. THE PROJECT IN BRIEF

#### 3.1 Office Building

The project refers to the construction of new office building for PCT. The building has to be constructed in six (6) stores plus one (1) basement store.


Due to the rapid increase in the port staff and PCT's management team over the past few years, it is self-evident that this project is of high priority for PCT in order to cover its current and future needs with regards to workspace and staff facilities.

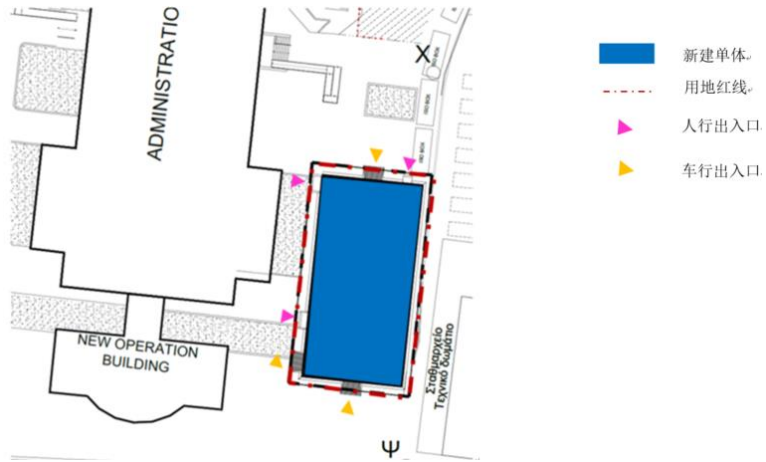

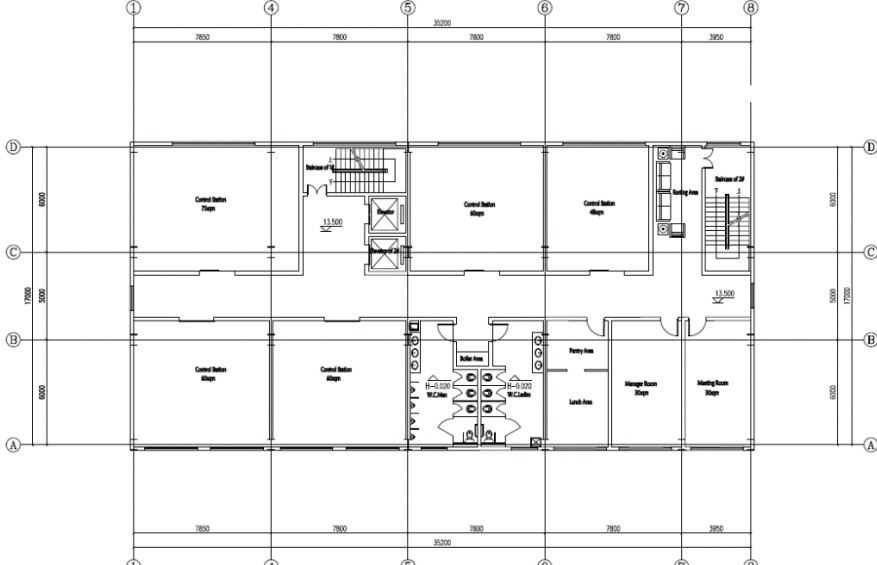
#### 3.2 Brief Description of the project

The project refers to the construction of new office building for PCT. The available land area of the project is about 824 m<sup>2</sup> and the overall construction area is 4318m<sup>2</sup>. The new building structure will be composite. The floor slabs will be from concrete material, the beams and columns have been specified as steel structure.

In location of the proposed construction currently there is an existing one store building. This building has to be demolished and the land to prepared to accept the foundation of the new construction.

The following breakdown refers to the preliminary requirements to be taken into account for the designing of the project.

No	Requirements	Indicative figures
1	Project Location.	

2	Location of the New Office Building (blue) along the administration building.	
3	Existing building has to be demolished prior the construction as part of works.	
4	Indicative floor plan of the new building.	

### 3.3 **A more detailed description of the tasks to be carried out by the PMD**

More specifically, the services to be provided to PCT by the PMD shall consist in:

- i. Preparation of final design studies in implementation stage, according to the specifications for every category of study, set in PD 696/1974, as amended and in force, including drawings, surveys, calculations, and technical description within two (2) months from assignment;

- ii. Preparation of the file and submission of the application for all necessary permits/approvals relating and pertaining to the PMD's designs, as required under the laws of Greece as regards the design, commencement, development, and completion of the project. Such permits / approvals include, but are not limited to, the building and construction permits including fire department clearance, and other special requirements following submission of the approved building plans for the structures and construction works under the project;
- iii. Preparation and submission of reports or technical information to the authorities, in case they are officially required and also support to PCT as regards technical matters;
- iv. Preparation of the Construction Time Schedule for the projects (milestones, baseline-worst-best case scenario);
- v. Participation, with or on behalf of PCT, in the meetings with the Greek Authorities and in the negotiations, particularly in technical matters, examination of existing studies, and checking of the technical matters provided by PCT's Infrastructure Department;
- vi. Coordination of all technical associates;
- vii. Preparation of all tender documents, including Special Specifications, Technical Description, Bills of Quantities or Schedule of Rates and estimation of costs;
- viii. Response to tender queries and provision of any supplementary information, documents and drawings during the tender process, if required;
- ix. Preparation of the draft contract documents for the engagement of contractor;
- x. Construction Project Management;
- xi. Quality control audits, environmental impacts, structure safety etc.;
- xii. Control of payments;
- xiii. Supervision of works and ensuring the accurate application of the design;
- xiv. Monitoring of the progress of project works and provision of the respective reports to PCT;
- xv. Compilation of quantitative progress certificates related to "covered" (executed) works;
- xvi. Checking of the interim and final accounts of the Contractor, in order to forward them for approval;

- xvii. Compilation of quantitative progress certificates relating to the various items of the Price Schedule Breakdown for the construction;
- xviii. Pursuing the completion procedure for the project, including the works' completion report, the pending issues list if applicable and the notification report for the project completion;
- xix. Devising procedures and drawing up documents - forms to support the monitoring of works and elaborating a Master Schedule together with a Work Breakdown Structure – WBS;
- xx. Analysing and documenting all contractual time-limits and actions and regularly supervising;
- xxi. Continuous monitoring and reporting to PCT in relation to the progress of the project, updating of the time-schedule with actual project performance data and controlling any impact along the project's critical path by using the proper program (MS Project etc.);
- xxii. Carrying out a "planned vs. actual" comparative evaluation as regards the time-schedule;
- xxiii. Proposing corrections/changes in order to meet the projects' time objectives as much as possible and to optimally organize the performance of works (construction sequence) and the use of production means (resources);
- xxiv. Preparing detailed reports on the progress of works weekly, monthly, quarterly and annually;
- xxv. Providing support in contract management, especially in relation to more specific issues, such as delays, deviations from scheduled work flows, acceleration or suspension of works, change of circumstances, variations, contractors' claims, and so forth;
- xxvi. Cooperating with PCT for all contractual or statutory time-limits to timely exercise any rights such as appeals, recourse to arbitration or other remedies (legal, administrative, etc.);
- xxvii. Participating in meetings with PCT, as well as with Contractors and all other parties involved, such as Sub-Contractors – Mechanical Engineers, Technical Consultants, etc;
- xxviii. Submitting reports on the progress of actual costs (outflows), the ongoing monitoring the works' budget, and projections - estimates regarding the delivery of the project;
- xxix. Identifying and dealing with issues or problems coming from the Contractor or the Sub Contractor that may put at risk the timely completion of each sub-project (administrative weaknesses, lack of know-how, technical shortcomings, design shortcomings, legal or

judicial bottlenecks and delays, management weaknesses, etc) by taking appropriate action and submitting proposals which must be timely brought to the attention of PCT;

- xxx. Preside weekly progress meetings with contractor, subcontractors, stakeholders, if required and the PCT's representative;
- xxxi. Assist the 3<sup>rd</sup> party auditor employed by PCT to finish the engineering audit;
- xxxii. Inspect the construction quality defects occurred within the warranty period, require the CONTRACTOR to carry out the renovation;
- xxxiii. Check the project defect status and hand over the project data before the end of the Service;
- xxxiv. Assist the PCT to apply with construction management system as required.
- xxxv. Preparing and submitting all reports, drawings (CAD and PDF) to PCT and to contractor in English and Greek language;
- xxxvi. Preparing during design stage at least 2 design progress meetings with PCT;
- xxxvii. Participating in all progress meetings during design and construction stage in English language.

#### **4. COOPERATION WITH OTHER INVOLVED PARTIES**

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In addition to the appointment of the PMD, PCT may also appoint for the specific project (a) an Independent Engineer (hereinafter: the IE) and/or (b) another suitable consultant to act as a Specifications Consultant and Supervisor (hereinafter: the SCS).

PMD and their employees shall endeavour to ensure good cooperation with the IE and the SCS, as well as with PCT's personnel, advisers, contractors and Sub-contractors. The PMD and their employees shall undertake to cooperate in an appropriate manner with PCT's personnel, with other consultants and specialists engaged in the projects, insofar as these have an impact on project activities.

## 5. EXCLUSION CRITERIA

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### 5.1 Personal Situation Criteria

PCT reserves the right to disqualify the Interested Parties 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) has been subject of conviction by final judgement under the relevant applicable legal provisions on the criminal offences indicatively mentioned below: participation in a criminal organisation, corruption, fraud, terrorist offences or offences linked to terrorist activities, money laundering or terrorist financing, child labour and other forms of trafficking in human beings, embezzlement, extortion, forgery, perjury, as these criminal offenses are defined in Greek Law and/or the law of the country in which the Interested Party is established. The aforementioned obligation to exclude an Interested Party is also applicable in case the person convicted by final judgment is a member of the administrative, management or supervisory body of that Interested Party or has powers of representation, decision or control therein; and/or
- 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.

### 5.2 Conflict of interest

Interested Parties must disclose in their Offers any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to PCT and other parties in the course of supplying the services described in this Tender. A conflict of interest may also refer to the

Interested Parties major shareholders or the key personnel of the Project Team. Identification of a conflict of interest or a perceived conflict of interest will not automatically exclude an Interested Party from consideration. PCT shall assess the potential impact of the conflict or perceived conflict in relation to the Proposal before a final decision is made. However, PCT's decision about exclusion will be final.

The Interested Parties bear the same obligation as regards the selection of the Contractor(s) for the construction of the project.

The aforementioned exclusion criteria and obligations of paras. 5.1 and 5.2 are also applied to every party of a Joint Venture acting as an Interested Party pursuant to para. 2.2.1, as well as to any the Subcontractor(s) pursuant to para 2.2.2.

### **5.3**    **Rejection of the Offers**

Offers will be in principle rejected if:

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



## 6. THE OFFER

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The Offer shall consist of the Technical Proposal, as described in article 6.1 hereof and the Financial Proposal, as described in article 6.2 hereof. The Offer includes the supporting documentation presented in article 7 hereof.

### 6.1 The Technical Proposal

The Technical Proposal should include the following information:

- (i) A description of the methodology and work plan for performing the assignment of the services of the PMD, aiming to demonstrate that the Interested Party:
  - has the capacity to accomplish the work in the required time, taking into consideration all pending contractual obligation of the Interested Party;
  - has adequate staff for this Project;
  - their current workload allows the adequate and prompt delivery of the required services;
  - understands the Project;
  - has demonstrated understanding of key elements of the Project;
  - has a correct overall approach to the Project;
  - has recognized and identified the special circumstances of the project;
  - has provided logical approach to tasks and issues of the Project;
  - the list of the proposed Project Team by speciality and the organization of the Team, i.e., the tasks that would be assigned to each Project Team member and their timing.
  
- (ii) Interested Parties must include in their Offer (based on their previous experience in similar tasks and projects) their own perception of the most appropriate and suitable team organization in order to accomplish all PMD's tasks, and such team shall consist of all necessary key personnel, as well as secondary personnel, who shall discharge their respective duties as required by the Project's needs and by the scope of services under the PMD's Agreement, such as (including, but not limited to): Team Leader, Architects, Civil/Structural Engineers, MEP Engineers, IT – Experts, Systems/Utilities Experts, Quality Assurance/Quality Control Experts, Environmental Experts, Contract Administrators, Administrative Assistants etc. All key and other PMD's

personnel must possess significant experience in the field of their corresponding expertise in similar types of projects/assignments.

**IMPORTANT NOTE 1:**

Interested Parties shall take into account that the Temporary PMD will be obliged to provide an unconditional letter of guarantee (performance bond) payable upon PCT's first demand. The letter of guarantee shall be issued by a bank lawfully operating in EU. The letter of guarantee shall be issued in favour of PCT for an amount equal to five percent (5%) of the contractual fee and it (the letter of guarantee) shall be initially valid for one (1) year starting from the signing of the PMD's Agreement by both Parties and it (the letter of guarantee) shall be consecutively and uninterruptedly renewed for as long as the PMD's Agreement remains in force. This letter of guarantee shall be provided to PCT together with the return of the countersigned PMD's Agreement, no later than 30 days after the Temporary PMD receives the contract signed by PCT. If the Temporary PMD fails to provide such a letter of guarantee within this period it will be disqualified and PCT will enter into the PMD Agreement with the Interested Party ranked second.

**IMPORTANT NOTE 2:**

l) During the time period of the selection of the Project Team and the preparation of their Offers, Interested Parties should consider the following conditions that will also be reflected in the PMD's Agreement:

- a. PMD's Project Team will not differ from the one proposed with the Offer in the Tender. The PMD's Project Team in accordance to the Tender Work plan Organization shall comply with the site-team during the entire period of the PMD Agreement. PCT will inspect monthly the abovementioned compliance in order to verify the provided consultancy services and to process the respective payments.
- b. Replacement of key personnel (i.e., Head of the team and deputies) shall be considered only in unavoidable circumstances.
- c. If instructed by PCT in writing to replace any agent, employee or representative, the PMD shall immediately arrange for replacement of the relevant person with a person of appropriate suitability and competence as approved by PCT. The cost of such replacement shall be borne by the PMD.
- d. The PMD shall obtain the prior written approval of PCT for any change to any personnel employed by the PMD in performance

of the Services, such approval shall not be unreasonably withheld.

- e. In case of replacement of personnel, the new personnel shall have at least the equivalent experience and expertise as the personnel replaced.

II) The Subcontractor's staff in the Project (if they exist) shall also be presented in the Offer.

## **6.2     The Financial Proposal**

**6.2.1** In preparing the Financial Proposal, the Interested Parties are expected to take into account the requirements and conditions outlined in this Tender Documents. The Financial Proposal should follow the standard form of Annex B.

**6.2.2** Financial Proposal that is considered by the Evaluation Committee as excessively high (40% higher than the second most expensive offer) or alarmingly low (40% lower than the second less expensive offer in relation to the services offered and/or in comparison to the average of the majority of the other Financial Proposals, shall be rejected without further evaluation or additional justification and the Interested Party shall be disqualified.

**6.2.3** The price of the Financial Proposal includes any amounts of retention and withholding in favour of third parties as well as any other charges except for VAT. The price without VAT shall be taken into consideration for the comparison of the Offers.

**6.2.4** 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.

**6.2.5** The Interested Parties are expected to take into account that any delay in the construction period, will not differentiate the fee for the construction supervision under the conditions of this tender. This will also be reflected in the PMD's Agreement.

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

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

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

### **IMPORTANT NOTE 3:**

During the preparation of their Offers, the Interested Parties must consider the following Scheme of Billing that will be reflected in detail in the PMD's Agreement:

- PCT will cause to be paid to the PMD an amount equal to ten per cent (10%) of the contractual fee, upon completion, submission and approval from PCT of the preliminary study.
- A percentage of thirty per cent (30%) of the contractual fee will be paid to the PMD upon approval of the detail design of the project under this Tender Document by the Approval Authority.
- A percentage of fifty per cent (50%) of the contractual fee will be related to the Project Management tasks of the PMD during the contractual period. In this timeframe the PMD shall be entitled to receive the aforementioned amount equal to fifty per cent (50%) of their contractual fee that will be divided in monthly bills proportionate to the progress of works, as it will be reflected in the Construction Contractors corresponding bills. The PMD shall submit to PCT the said bills without undue delay and, in any case, no later than fifteen (15 days) from the end of each calendar month, accompanied by the necessary invoices, vouchers and other appropriate supporting documents/materials for payment.
- An amount equal to ten per cent (10%) of the Contract Fee will be paid to PMD upon Final Acceptance of the project.
- The letter of guarantee for an amount which equals to five (5%) of the contractual fee will be returned to PMD, upon expiration of the whole project warranty period.
- PCT shall cause the payment of the PMD periodically, as described above, within thirty (30) days from the receipt by PCT of the bills accompanied with the supporting documents. In case of sums which are not satisfactorily supported and justified, these sums may be withheld from payment.
- All above payments shall be made to PMD's bank account of specified in the PMD's Agreement.
- More details on the scheme of Billing will be provided in the PMD's Agreement.

## **7. SUBMISSION OF OFFERS – OFFER DOCUMENTATION – TIME LIMIT FOR THE VALIDITY OF THE OFFERS**

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### **7.1 The submission process**

The Offers must be submitted in encrypted files to PCT FTP server no later than the Closing Date, as described in para. 2.1.3.

**7.1.1** 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.

**7.1.2** Offers submitted after the above date and time are overdue and are archived without being unsealed.

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

### **7.2 The submission**

**7.2.1** The Offers are submitted in the encrypted Folder of Offer, in soft copies of the original documents, all drafted in the English language or officially translated in the English language.

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

- The word «OFFER».
- The number and the title of the Tender.
- The Closing Date.
- The detailed data of the Interested Party.

**7.2.3** The encrypted .zip file of Offer includes two sub-folders:

- (i) the Sub-folder of “SUPPORTING DOCUMENTS” that includes two sub-folders:
  - a. The Sub-folder of “PARTICIPATION SUPPORTING DOCUMENTS”,
  - b. The Sub-folder of “SPECIAL KNOWLEDGE AND EVIDENCE OF EXPERTISE”
- (ii) The Sub-folder of “FINANCIAL PROPOSAL”.

### **7.3 The Subfolders**

**7.3.1** SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTATION

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

- i. a brief description of the Interested Party's organisation and means;
- ii. a copy of certificate of incorporation (or equivalent), issued within the last 12 months from the date of the Tender;
- iii. a copy of statutes/by laws (or equivalent);
- iv. a copy of the audited financial statement covering 3 consequent most recent years;
- v. official proof that the person signing the Offer is legally binding the Interested Party, in case the Offer is not signed by the person specifically authorised for this reason, as per the below item;
- vi. Tax Clearance Certificate;
- vii. Social Security Certificate;
- viii. the Interested Party's competent management body's decision to participate in the Tender, submit the Offer and appointing its Authorized Representative to specifically sign and submit the Offer;
- ix. a Solemn Declaration of the Interested Party's legal representative stating that:
  - (a) meets (as well as its legal representatives) the Personal Situation Criteria of paras 5.1 and 5.2;
  - (b) meets the eligibility criteria of para 2.2.1;
  - (c) is fully aware of the contents of this Tender and unconditionally and unreservedly accepts all its terms;
  - (d) acknowledges that its participation in the Tender 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 Tender or failure to succeed in the Tender 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 Tender;
  - (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 Tender 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) details of the procedure agent (in Greek "αντίκλητος") appointed by the Interested Party to act as a contact person for all communications between the PCT and the PMD, including name, address, email address, phone and fax numbers and email address;
  - (k) full contact details for the Authorized Representative (Authorized Representative means the legal representative of the Interested Party (according to the Interested Party's statutes/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), including his/her full name, address, phone and fax numbers and email address;
- and
- x. Prequalification documents as described in ANNEX A.

#### **IMPORTANT NOTE 4:**

The Sub-folder of Supporting must also include the above documents for the Subcontractors as if they were Interested Parties themselves.

#### **7.3.2 SUB-FOLDER OF SPECIALISED KNOWLEDGE AND EVIDENCE OF EXPERTISE**

The Sub-folder of Specialised Knowledge and Evidence of Expertise shall include the following documents (original or duly certified copies, where applicable), as evidence of compliance with the Criteria described in para. 2.2.1, otherwise PCT will consider the Offer inadmissible and it will not take it into further consideration:

- i. A certificate of registration of the Interested Party with a professional registry pursuant to para. 2.2.1.1 hereof;

- ii. A table list of previous projects that attest to the professional experience required under para. 2.2.1.2 and 2.2.1.3. This table shall contain among other things a brief description of each project and information about the type of project, value and geographical location thereof, the PMD's percentage of participation (in a percentage of at least of 15% of the total project under contract) in the overall scheme, the Project Owner, the constructor and employer of the interested party;
- iii. Related contracts & certificates, duly issued by the respective assigner, proving participation of the Interested Party in projects referred to in the preceding paragraph and mainly in relation to the projects evidencing fulfilment of the criterion of similar projects described in para. 2.2.1.3 within the last ten years;
- iv. The detailed description of the Methodology and the Work Plan with attachments:
  - List of the Interested Party's personnel that will be employed in the specific project (hereinafter: Project Team) and shall fulfil the requirements as mentioned in para 6.1 (ii) presented in the following categories:
    - Employees or partners of the Interested Party;
    - Associates of the Interested Party with a current contract with a term for a period exceeding 1 year at least from submission of the Offers;
    - Associates, employees and partners of the Interested Party who had at least one project contract with the Company within the last 3 years;
    - Subcontractors' personnel (if applicable).
  - Detailed description of the above Project Team.
  - CVs of the Project Team, recently (until 30 calendar days before the Closing Date) signed by the proposed professional staff and the Authorized Representative submitting the proposal. Key information should include total number of years working for the company and degree of responsibility held in various assignments during the last three (3) years.
  - Organization of the Project Team and estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar



chart diagrams showing the time proposed for each professional staff team member.

- The time required for the preparation of the implementation study according to para 3.3, which in all cases may not exceed two (2) months from the assignment of the Project.
- Any additional information that is necessary according to the Interested Party's opinion.

**IMPORTANT NOTE 5:**

The Technical Proposal must not include any financial information.

**IMPORTANT NOTE 6:**

The Sub-folder of Specialized Knowledge and Evidence of Expertise must also include the above documents for the Subcontractors as if they were Interested Parties themselves.

**7.3.3 SUB-FOLDER OF FINANCIAL PROPOSAL**

The encrypted folder of the Financial Proposal shall include the financial offer of the Interested Party, which is drafted in accordance with the below standard draft of ANNEX B otherwise PCT will consider the Offer inadmissible and it will not take it into further consideration.

**7.4 The unsealing process**

**7.4.1** The Evaluation Committee proceeds with the commencement of the procedure of opening the Offers, in the first working day after the Closing Date.

**7.4.2** The sub-folders of Financial Proposals are not unsealed, but instead are initialled by the Evaluation Committee and delivered to the Financial Department for safekeeping.

**7.4.3** The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and in accordance with the described process) and (b) will immediately proceed with the review and evaluation of the fulfilment of the criteria described in in paras. 2.2.1 and 5 hereof. The Offers that were duly submitted and satisfy the ON/OFF criteria will be defined by the Committee as Offers that are admissible.

**7.4.4** The passwords of the Financial Proposals of the Offers that were considered admissible, shall be requested immediately after the completion of the above process of para 7.4.3.

**7.4.5** The folders of the Offers that were considered inadmissible and the Financial Proposals of the Offers that were considered inadmissible shall not be unsealed, but archived.

**7.4.6** The Committee reserves the right to request additional evidence or clarifications by the Interested Parties at any stage of the evaluation process, on the basis of the Interested Parties' equal treatment.

**7.4.7** The Offers are valid and binding upon the Interested Parties for ninety (90) calendar days as of the following day the Closing Date. Any Offer which sets forth a term of validity less than the above mentioned, is rejected as inadmissible. PCT may ask the Interested Parties to extend the duration of their Offer for additional days. In that case, all the obligations of the Interested Parties arising from the submission of their Offer remain binding on them.

## 8. SELECTION AND AWARD PROCESS

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### 8.1 *The award criterion and the selection of the PMD*

The Evaluation Committee appointed by PCT shall evaluate the Offers on the basis of their responsiveness to the requirements set by this Tender, applying the evaluation criteria as follows (not in order of importance):

- (i) PMD's operation methodology;
- (ii) Description of organization of the Project Team and work plan;
- (iii) Knowledge and understanding of local conditions;
- (iv) Similar projects;
- (v) PMD's proposed delivery time, which in any case may not exceed two months upon the assignment of the Project;
- (vi) Financial capacity;
- (vii) Integrity, pertinence and compilation of bidding documents
- (viii) Responsiveness of business bidding;
- (ix) Financial proposal.

The technical evaluation will be carried out so as to determine the compliance of the Technical Proposal with the requirements of the technical specifications set out in the Tender Documents and the assessment criteria listed hereinabove.

Financial Proposals will be placed in order of preference for their overall cost effectiveness.

**8.1.1 The Interested Party achieving the highest combined score will be ranked first and will be the Temporary PMD. In the event of an absolute tie the Interested Party with the highest St score will be ranked first and will be the Temporary PMD.**

### 8.2 *The award of the Contract*

**8.2.1** PCT will notify the Temporary PMD of its decision immediately upon completion of the evaluation process by facsimile transmission (by fax) or via email. The relevant notice communicated to the Temporary PMD, includes at least the following data:

- a. the services to be rendered;

- b. the exact time for the execution of the PMD Agreement and the completion of the described services;
- c. the consideration (price);
- d. the draft PMD's Agreement;
- e. the time limit for signing the PMD's Agreement.

**8.2.2** The Temporary PMD is obliged to appear within fifteen (15) days as of the contract award notice, in order to sign the PMD Agreement. PCT reserves the right to cancel its decision in relation to the award of the PMD Agreement, without detriment to itself, in the event that it does not need any more the services for any reason.

## **9. APPLICABLE LAW**

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This Tender and the PMD Agreement 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.

## **10. OTHER TERMS**

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**10.1** Submitting an Offer entails full and unreserved acceptance of all terms and conditions of this Tender.

**10.2** 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 Tender.

**10.3** This Tender does not constitute an offer to enter into agreement and no contractual relationship is established hereby.

**10.4** PCT reserves the right to repeat, postpone, cancel, suspend or amend the Tender, 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 Tender. The Interested Parties 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 to of any of the Interested Parties 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.

**10.5** 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.

**10.6** PCT reserves the right to enter into negotiations with the Temporary PMD after the evaluation process and before concluding the PMD Agreement.

**10.7** Personal Data: PCT legitimately considers that each Interested Party 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 Interested Party, by submitting an offer in relation to this tender, represents and guarantees that: (a) The Interested Party 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 Interested Party transmits is accurate, up-to-date, correct and relevant to this tender procedure, (c) If needed, the Interested Party shall assist PCT in the lawful processing of Personal Data and promptly notify PCT of any data subject's request (d) The Interested Party 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.

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.

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

**10.9** 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.

## APPENDIX A: PREQUALIFICATION DOCUMENTS

<b>General Criteria Required For All New Suppliers</b>				
<b><u>INFORMATION REQUESTED</u></b>	<b><u>ΑΠΑΙΤΟΥΜΕΝΑ ΣΤΟΙΧΕΙΑ</u></b>	<b>GREECE</b>	<b>EU Supplier (Excluding Greek Suppliers)</b>	<b>Non EU Supplier</b>
Company Full Details	Πλήρη Στοιχεία Επιχείρησης	Απαιτούμενο Στοιχείο	Απαιτούμενο Στοιχείο	Απαιτούμενο Στοιχείο
Bank Details	Τραπεζικά Στοιχεία			
· Bank Name	· Όνομα Τράπεζας	Απαιτούμενο Στοιχείο	Required Information	Required Information
· Beneficiary Name	· Δικαιούχος Τραπ.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	Required	Required

		Στοιχείο	Information	Information
· IBAN	· IBAN	Απαιτούμενο Στοιχείο	Required Information	Required Information
TAX Certification	Φορολογική Ενημερότητα	Απαιτούμενο Στοιχείο	<b>NO</b>	<b>NO</b>
Social Security Certification	Ασφαλιστική Ενημερότητα	Απαιτούμενο Στοιχείο	<b>NO</b>	<b>NO</b>
G.E.MI. (General Electronical Commercial Registry) Up-to-date authorization letter	Γ.Ε.Μ.Η. (Επικαιροποιημένο "ΓΕΝΙΚΟ ΠΙΣΤΟΠΟΙΗΤΙΚΟ") *	Απαιτούμενο Στοιχείο	<b>NO</b>	<b>NO</b>
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου νομικού προσώπου	Απαιτούμενο Στοιχείο	<b>NO</b>	<b>NO</b>
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου επιχείρησης*	Απαιτούμενο Στοιχείο	<b>NO</b>	<b>NO</b>
«Good standing certificate from Tax Authority» (Official English Translation)		<b>NO</b>	Required Information	Required Information
VAT Registry (with English Translation)		<b>NO</b>	Required Information	<b>NO</b>
Business License (with English Translation)		<b>NO</b>	Required Information	Required Information



## APPENDIX B: FINANCIAL PROPOSAL SUBMISSION FORMS

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

To:

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

[Name and address of PCT]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) [Title of consulting services] in accordance with your Tender Document entitled "PCT S.A. CALL OF TENDER FOR THE AWARD OF SERVICES OF A PROJECT MANAGER AND DESIGNER" dated (\_\_\_\_\_) [Date] and our Offer. Our Financial Proposal is for the sum of Euros (\_\_\_\_\_)

[Amount in words and figures] and is our full and final offer that (a) does not include VAT; but (b) includes all other taxes, dues and expenses for the rendering of requested services.

Our Offer shall be valid and binding (without any terms) vis-à-vis PCT for ninety (90) calendar days as of the following day to the Closing Date, as stipulated in the Tender.

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

We acknowledge that we will not be entitled to receive any additional consideration for the rendering of the Equipment and Services and that we will not have a right of renegotiation or reconsideration of this amount for any reason whatsoever. Yours sincerely,

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

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

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

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

## **Annex B**

### Letter of Guarantee (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 "PCT S.A. CALL OF TENDER FOR THE AWARD OF SERVICES OF A PROJECT MANAGER AND DESIGNER" of PCT at a total Contract 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]