



**TENDER DOCUMENT FOR THE AWARD OF  
SERVICES OF PROJECT MANAGER AND  
DESIGNER AND SURVEYOR FOR THE PROJECT  
OF PIER II EAST UPGRADE**

**Piraeus, Greece**

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## 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 and the supervision of project construction in relation to the PIER II East Upgrade, 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 other 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 27 of March 2020, at the Administration Building, reception desk of PCT at Sempo N. Ikonio, Perama 10, 18863, Greece. The competent employee to provide further information in relation to the submission process is Mr. Konstantinos Ampelidis, tel: +30 2104099100, fax: +30 2104099101 e-mail: [Konstantinos.Ampelidis@pct.com.gr](mailto:Konstantinos.Ampelidis@pct.com.gr)

### 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 should 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 should 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 15-year experience in studies designing and supervision of civil and electromechanical works as well as an at least 10-year experience in studies designing and supervision of harbor works.

At least 2 team members must have proven an at least 15-year experience in studies designing or supervision of civil or electromechanical works.

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

Interested Parties must have carried out projects in Port infrastructure 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 should have construction budget not less than two million euros (2,000,000.00€).

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

In case of joint ventures the criteria prescribed in para. 2.2.1.1 should be fulfilled by all the parties participating in the joint venture, while the requirement of paras. 2.2.1.2 and 2.2.1.3 should be fulfilled by combination of the parties constituting the joint venture.

**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) should meet the criteria prescribed 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.

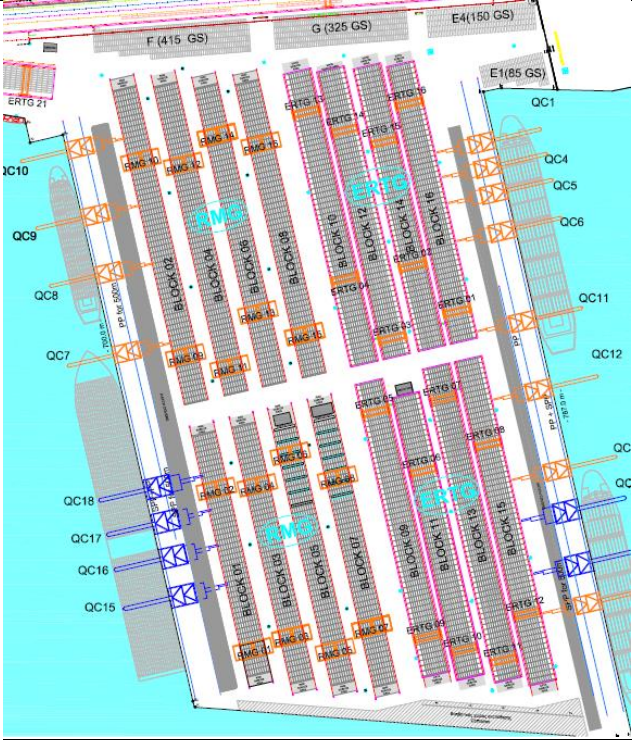
### 3. THE PROJECT IN BRIEF

#### 3.1 Pier II East upgrade


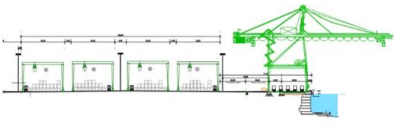

The project refers to further upgrade of Pier II by developing the stacking area of the East Side of Pier II and by rearranging the mechanical equipment (STS cranes, ERTG cranes, etc.). The main issues that lead to this project are the large inclination of the existing pavements and the limitation in the load capacity of the yard for permissible stacking height of three containers.

#### 3.2 Brief Description of the project

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

No	Requirements	Indicative figures
1	Current Layout	



2	5 lanes of eRTG at the East Part of pier II	
3	<p>Cross section of pier II East</p> <p>Comparison of existing future condition</p>	<div> <div>EXISTING SITUATION</div>  </div> <div> <div>VS</div> </div> <div> <div>NEW PROPOSAL</div>  </div>

7	Construction of new concrete beams for the ERTG cranes	
8	Construction of new concrete substation	
9	Construction of new MEP Installations	
10	SPP land rail extension on the West Quay Wall	

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

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

- i. Preparation of 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, operation simulation issues and technical description within two (2) months from assignment.;
- ii. Compilation of the project file for approval of the study and the permits of works by the Approval Authority;
- iii. Preparation of the file and submit the application for all necessary permits/approvals relating and pertaining to the PMD’s designs, as required under the laws of Greece and in compliance and coordination with the requirements of various relevant authorities, as far as the design, commencement, development, and completion of the project is concerned. Such permits / approvals include, but are not limited to, the building permits, including fire department clearance, and other special requirements following submission of the approved building plans for the structures under the project;
- iv. Preparation and submission of reports or technical information to the authorities, if officially require and support PCT in technical matters;

- v. Preparation of the Construction Time Schedule for the projects (milestones, baseline-worst-best case scenario);
- vi. Participation, - if required - with 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;
- vii. Coordination of all technical associates;
- viii. Preparation of all tender documents, including Special Specifications, Technical Description, Bills of Quantities or Schedule of Rates and a estimation of costs;
- ix. Response to tender queries and provision of any supplementary information, documents and drawings during the tender process, if required;
- x. Preparation of the draft contract documents for the engagement of contractor;
- xi. Construction Project Management;
- xii. Quality control audits, environmental impacts, structure safety etc.;
- xiii. Control of payments;
- xiv. Supervision of works and ensuring the accurate application of the design;
- xv. Monitoring of the progress of project works and reporting to PCT;
- xvi. Compilation of quantitative progress certificates related to "covered" works;
- xvii. Checking of the interim and final accounts of the Contractor, in order to forward them for approval;
- xviii. Compilation of quantitative progress certificates relating to the various items of the Price Schedule Breakdown for the construction;
- xix. 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.
- xx. 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.
- xxi. Analyzing and documenting all contractual time-limits and actions and regularly monitoring their observance.
- xxii. Monitoring and reporting to PCT the progress of the project on a continuous basis and updating 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.)

- xxiii. Carrying out a “planned vs. actual” comparative evaluation where the time-schedule is concerned.
- xxiv. Proposing corrections in order to meet as much as possible the projects’ time objectives and to optimally organize the performance of works (construction sequence) and the use of production means (resources).
- xxv. Preparing detailed monthly, quarterly and annual reports on the progress of works.
- xxvi. Providing support in contract management, especially where more specific issues are concerned such as delays, deviations from scheduled work flows, acceleration or suspension of works, change of circumstances, variations, contractors’ claims, and so forth.
- xxvii. Cooperating with PCT for all contractual or statutory time-limits for the timely exercise of rights such as appeals, recourse to arbitration or other remedies.
- xxviii. Participating in meetings with PCT, as well as with Contractors and all other parties involved, such as Sub-Contractors – Mechanical Engineers, Technical Consultants, etc.
- xxix. Submitting reports on the progress of actual costs (outflows), the ongoing monitoring the works’ budget, and projections - estimates regarding delivery of the project.
- xxx. Identifying and dealing with issues problems that arrive 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 the PCT.

#### **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) by means of a final decision of a criminal court has been proven to have committed criminal offences in any jurisdiction, which are related to its professional or business conduct, is not permitted to take part in the Tender, and consequently shall be disqualified. This disqualification criterion also applies to the Interested Parties' legal representative(s). Offences related to professional or business conduct include (but are not limited to) embezzlement, extortion, forgery, perjury, fraudulent bankruptcy;
- b) it has been declared or has become bankrupt, insolvent or otherwise unable to pay its debts or has admitted in writing its inability generally to pay its debts as they become due, made a general arrangement or composition with or for the benefit of its creditors or a competent authority in any relevant jurisdiction:
  - (i) has it placed in any other formal process of relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights in general (in Greece see Law 3588/2007-Bankruptcy Code, as in force); (ii) appoints an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or (iii) has a distress, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets at the date of submission of the Tender;
- c) they have 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;
- d) they have 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;
- e) they are guilty of serious misrepresentation in supplying the information required under this Section or have not supplied such information; and/or
- f) they have been found guilty of making false representations or to have neglected to submit required information in accordance with the law of the country where the Interested Party is incorporated.

## **5.2** *Conflict of interest*

Interested Parties and their major shareholders or key personnel of the Project Team, must not have, or had had over the past ten (10) years, a relationship or connection with PCT that gives rise, according to the PCT's opinion, to a conflict of interest.

The exclusion criteria of paras. 5.1 and 5.2 apply also to every party of a Joint Venture acting as an Interested Party pursuant to para. 2.2.2, 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 at the location specified in the Tender Document after the Closing Date,
- b) the Offer does not fulfil the criteria, conditions and prerequisites set in this Tender Document and in the manner described;
- c) the Offer contains significant provisions or restrictions.

## 6. THE PROPOSAL FOR THE EXECUTION OF THE PROJECT

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### 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. 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 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 (indicatively, but not limited): Team Leader, Architects, Civil/Structural 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:**

Please take into consideration 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 will be issued by a bank lawfully operating in EU in favour of PCT for an amount equal to the five per cent (5%)



of the contractual fee and with initial validity one year starting from the signing of the PMD's Agreement by both Parties and an obligation for its consecutive and uninterrupted renewal, as long as the PMD's Agreement remains in force. This letter of guarantee must be provided 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:**

I) During 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. Any replacement 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) should be also 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 Document. 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 that 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 give 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 five per cent (5%) of the contractual fee, upon full and satisfactory completion of the operation simulation and traffic study
- A percentage of thirty five per cent (35%) 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 sixty per cent (60%) 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 said amount equal to sixty per cent (60%) 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 not later than fifteen (15 days) after the end of each calendar month accompanied by the necessary invoices, vouchers and other appropriate supporting materials for payment.

- 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 after the receipt by PCT of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment.
- All above payments shall be made to the account of the PMD 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 VALIDITY OF OFFERS**

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### **7.1 The submission process**

The Offers must be submitted to PCT either in person by the Authorized Representative or by post at PCT's headquarters no later than the Closing Date, as described in para. 2.1.3.

**7.1.1** The Interested Parties are responsible for dispatching the sealed Folder of Offer thereof until the receipt of such Folder of Offer by PCT.

**7.1.2** 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 Folder of Offer thereof.

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

**7.1.4** The Interested Parties bear responsibility for the costs and expenses incurred in preparing and submitting an Offer in response to the Tender Document. 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 Folder of Offer**

**7.2.1** The Offers (Participation Supporting Documentation, Specialised Knowledge and Evidence of Expertise and Financial Proposal) are submitted in the sealed Folder of Offer, typed, in one (1) original (that will include only originals or duly certified copies where applicable) and one (1) copy of the original, all drafted in the English language or officially translated in the English language.

**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 Document.
- The Closing Date.
- The detailed data of the Interested Party.

**7.2.3** The Folder of Offer includes three sub-folders closed and sealed: (i) the Sub-folder of Participation Supporting Documentation, (ii) the Sub-folder of Specialised Knowledge and Evidence of Expertise and (iii) the Sub-folder of Financial Proposal. On each one of the three sub-folders the indications of the main folder (above, as per 5.7) and the respective title thereof are written: «PARTICIPATION SUPPORTING DOCUMENTATION», «SPECIALISED KNOWLEDGE AND EVIDENCE OF EXPERTISE» and «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 latest audited financial statement
- 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. 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;
- vii. 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 Document and unconditionally and unreservedly accepts 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 Document.
  - (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 (including full name, address, phone and fax numbers and email address);

and

- viii. 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 20% of the total project) 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.

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 7.1 (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 sealed 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.

**7.3.4** In case that the content of one of the sub-folders is not possible to be placed in the main folder, due to the volume thereof, then such are packaged separately and follow the main folder with the indication «Annex to the Sub-folder of Specialised Knowledge and Evidence of Expertise» and the other indications of the main folder.

**7.3.5** Offers must not have scrapings, erasures, additions, corrections. If there is any addition or correction on the Offer, such must be written clearly and initiated by the Authorized Representative. The Offer is rejected when there are corrections therein, which make the Offer unclear, at the judgement of the Evaluation Committee.

## **7.4 The unsealing process**

**7.4.1** The Evaluation Committee proceeds with the commencement of the procedure of unsealing the Offers, in the first working day immediately 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 process) and (b) will immediately proceed with the review and evaluation of the fulfilment of the ON/OFF criteria set above 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 folders of the Financial Proposals of the Offers that were considered admissible, shall be unsealed 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 Document, applying the evaluation criteria as follows (not in order of importance):

- (i) PMD's operation methodology [see para 6.1 (i)]:
- (ii) Description of organization of the Project Team and work plan [see para 6.1 (ii)]:
- (iii) Knowledge and understanding of local conditions:
- (iv) Similar projects [see para 2.2.1.3]:
- PMD's proposed delivery time, which in any case may not exceed two months upon the assignment of the Project
- (ii) Financial capacity [see para 7.3.1 (iv)]
- (iii) Integrity, pertinence and compilation of bidding documents
- (iv) Responsiveness of business bidding
- 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 service to be rendered;
- b. the exact time for the execution of the PMD Agreement;

- c. the consideration (price);
- d. the contract award notice 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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**9.1** The PMD and PCT are obliged to take every effort for the amicable settlement of any disputes arising from the relations thereof during the term of the PMD Agreement.

**9.2** Any disagreement or dispute shall be resolved by the competent Courts of Piraeus, pursuant to both substantive and procedural rules of Greek Law.

## **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 Document.

**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 Document 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. Exclusion from the Tender or failure in the Tender does not give rise to any right to claim compensation 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** 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.

**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 Στοιχείο	Required Information	Required Information
· IBAN	· IBAN	Απαιτούμενο Στοιχείο	Required Information	Required Information

TAX Certification	Φορολογική Ενημερότητα	Απαιτούμενο Στοιχείο		
Social Security Certification	Ασφαλιστική Ενημερότητα	Απαιτούμενο Στοιχείο		
G.E.MI. (General Electronical Commercial Registry) Up-to-date authorization letter *	Γ.Ε.Μ.Η. (Επικαιροποιημένο "ΓΕΝΙΚΟ ΠΙΣΤΟΠΟΙΗΤΙΚΟ") *	Απαιτούμενο Στοιχείο		
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification *	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου φυσικού / νομικού προσώπου*	Απαιτούμενο Στοιχείο		
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification *	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου επιχείρησης*	Απαιτούμενο Στοιχείο		
«Good standing certificate from Tax Authority» (Official English Translation) *			Required Information	Required Information
VAT Registry (with English Translation)			Required Information	
Business License (with English Translation)			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 attached 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 day of conducting the Tender (the Closing Date).

We understand you are not bound to accept any Proposal you receive and that we will not be entitled to receive any additional consideration for the proposed services and that we will not have a right of renegotiation or reconsideration of this amount.

Yours sincerely,

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

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

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

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



## APPENDIX C: CONSULTANCY SERVICES AGREEMENT (PMD)

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### CONSULTANCY SERVICES AGREEMENT (PROJECT MANAGER & DESIGNER)

This agreement (the “**Agreement**”) is made and entered into on the [ · ]<sup>th</sup> of [ · ] 2020, by and between the following contracting parties (hereinafter collectively referred to as the “**Parties**” and each one individually as a “**Party**”):

- (I) **PIRAEUS CONTAINER TERMINAL S.A.** (the “**Customer**” or “**PCT**”), a company incorporated under the laws of Greece, having its head offices located at 85 Akti Miaouli and 2 Flessa street, Piraeus, registered with FAE Piraeus Tax Office under the Tax Identification Number (AFM) 998182520, being legally represented for the execution hereof by Mr. Zhang Anming, Managing Director, and
- (II) **[PMD's NAME]** (the “**PMD**”), a company incorporated under the laws of [ · ], having its head offices located at [ · ], registered with [ · ] Tax Office under the Tax Identification Number [ · ], being legally represented for the execution hereof by Mr. /Mrs. [ name ][title].

### I. PREAMBLE

#### WHEREAS

(A) Pursuant to the concession agreement dated 25/11/2008, as currently in force, (hereinafter referred to as the “**Concession Agreement**”) for the concession of the port installations of Piers II and III of the container terminal of the Port of Piraeus (hereinafter referred to as the “**New Container Terminal**”) between the Piraeus Port Authority (PPA), COSCO Shipping Ports Limited (“**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;

(B) For the purpose of discharging its obligations under the Concession Agreement PCT wishes to engage the services of the PMD, in connection with the project: PIER II EAST UPGRADE (hereinafter the “**Project**”). In this context, PCT has issued on [ · ] 2020 the Tender Document (hereinafter the “**Tender**”), attached hereto as

Annex A and constituting an integral part hereof (hereinafter the “**Annex A**”), in response to which the PMD has submitted an Offer (hereinafter the “**Offer**”);

(C) The PMD assumes the obligation to render to PCT the services, described in detail in the Agreement, under the following terms and conditions, which have been mutually accepted.

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual promises and agreements herein contained, the Parties agree as follows:

## **II. SUBSTANTIVE TERMS**

### **9.1** ARTICLE 1: SCOPE OF THE AGREEMENT

1.1. Subject to the terms and provisions hereof, and in reliance upon PMD’s warranties and representations herein made, PCT hereby engages the PMD and the PMD undertakes to provide to PCT, during the term hereof, as set forth in Article 2 herein below, the following project management and designer services in relation to the Project (hereinafter the “**Services**”):

- xxxi. Preparation of 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, operation simulation issues and technical description, within the time specified herein under;
- xxxii. Compilation of the project file for approval of the study and the permits of works by the Approval Authority, i.e. by Piraeus Port Authority (PPA);
- xxxiii. 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 and in compliance and coordination with the requirements of various relevant authorities, as far as the design, commencement, development, and completion of the Project. Such permits / approvals include, but are not limited to, the building permits, including fire department clearance, and other special

requirements following submission of the approved building plans for the structures under the Project;

- xxxiv. Preparation and submission of reports or technical information to the authorities, if officially require and support PCT in technical matters;
- xxxv. Preparation of the Construction Time Schedule for the projects (milestones, baseline-worst-best case scenario);
- xxxvi. Participation, - if required - with 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;
- xxxvii. Coordination of all technical associates;
- xxxviii. Preparation of all tender documents, including Special Specifications, Technical Description, Bills of Quantities or Schedule of Rates and a estimation of costs;
- xxxix. Response to tender queries and provision of any supplementary information, documents and drawings during the tender process, if required;
- xl. Preparation of the draft contract documents for the engagement of contractor;
- xli. Construction Project Management;
- xl.ii. Quality control audits, environmental impacts, structure safety etc.;
- xl.iii. Control of payments;
- xl. iv. Supervision of works and ensuring the accurate application of the design;
- xl. v. Monitoring of the progress of project works and reporting to PCT;
- xl. vi. Compilation of quantitative progress certificates related to "covered" works;
- xl. vii. Checking of the interim and final accounts of the Contractor, in order to forward them for approval;
- xl. viii. Compilation of quantitative progress certificates relating to the various items of the Price Schedule Breakdown for the construction;

- xlix. 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.
  - a) 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.
  - b) Analyzing and documenting all contractual time-limits and actions and regularly monitoring their observance.
  - c) Monitoring and reporting to PCT the progress of the project on a continuous basis and updating 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.)
  - d) Carrying out a “planned vs. actual” comparative evaluation where the time-schedule is concerned.
  - e) Proposing corrections in order to meet as much as possible the projects' time objectives and to optimally organize the performance of works (construction sequence) and the use of production means (resources).
  - f) Preparing detailed monthly, quarterly and annual reports on the progress of works.
  - g) Providing support in contract management, especially where more specific issues are concerned such as delays, deviations from scheduled work flows, acceleration or suspension of works, change of circumstances, variations, contractors' claims, and so forth.
  - h) Cooperating with PCT for all contractual or statutory time-limits for the timely exercise of rights such as appeals, recourse to arbitration or other remedies.
  - i) Participating in meetings with PCT, as well as with Contractors and all other parties involved, such as Sub-Contractors – Mechanical Engineers, Technical PMDs, etc.
  - j) Submitting reports on the progress of actual costs (outflows), the ongoing monitoring the works' budget, and projections - estimates regarding delivery of the project.

- k) Identifying and dealing with issues problems that arrive 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 the PCT.

1.2. The PMD undertakes the complete, full, efficient and timely execution of the Services, in accordance with the terms and conditions of the Agreement and the rules of science and sound workmanship, so as to comply in all respects with all the applicable to this Agreement provisions of Laws (whether relating to matters of construction, safety, health or operational issues or otherwise), as well as in conformity with Customer's instructions and recommendations.

1.3. The PMD shall submit written weekly progress reports to Customer in order to ensure that the Project is being executed according to the financial budget and the technical requirements, set forth herein. The PMD shall report to Customer immediately any deviation from these requirements.

1.4. During the progress of the Project the Customer will be entitled to provide the PMD with any and all supplementary instructions, which Customer considers necessary or appropriate for the purpose of the complete and appropriate execution of the Project and the PMD will be obliged to comply precisely with such additional instructions. For any detail which is not clearly mentioned and/or defined in this Agreement, the PMD will be obliged to request in a timely manner and, in any event, prior to the performance of the relevant works, Customer's written instructions in respect thereof, and the PMD will be obliged to strictly comply with such instructions.

1.5. Any information, advice, material, drawings, recommendations, designs, studies or other content of any reports and/or presentations delivered hereunder (the "**Deliverables**"), shall be drafted in Greek language and are subject to the approval of the Approval Authority.

1.6. Any capitalized terms, not specified otherwise herein, shall have the meaning attributed to them in the Tender.

1.7. The Annexes attached hereto constitute an integral part hereof. In the event of conflict between this Agreement and its Annexes, the following sequence and order shall prevail in terms of validity:

- a. The main text of this Agreement;
- b. The Annexes attached hereto.

## **9.2** ARTICLE 2: TERM (DURATION) - EARLY TERMINATION

2.1. The term (duration) hereof commences on [•]/[•]/[•] and, if no case of early termination according to paragraphs 2.3. and 2.4. of the present Article applies, expires upon the complete and successful rendering of the Services by the PMD which in all cases shall not take place after the [•]/[•]/[•].

2.2. The PMD understands and accepts that the execution of the Project in a timely manner is absolutely essential for PCT and consequently warrants that it will render the Services, within the time specified in par. 2.1 of the present Article.

2.3. The Agreement may be terminated with immediate effect by either of the Parties if there exist important reasons (hereinafter referred to as the "**Cause**") justifying such early termination. For purposes of the Agreement, the Cause for the termination hereof shall be deemed to exist, indicatively, if either Party: (a) becomes bankrupt or becomes unable to pay its debts as they fall due or any act or event of bankruptcy or insolvency occurs in respect of either Party in any jurisdiction where it has assets or a place of business or if either Party is placed under a legal status entailing the loss of free management of either Party's assets or if either Party is dissolved (wound up); or (b) commits any act of fraud or dishonesty (whether or not connected with the Agreement); or (c) fails to fully and punctually perform its obligations arising hereunder (other than a failure resulting from an event of force majeure), which failure continued for a period of five (5) days after a written notice of demand for performance has been delivered by the other Party; or (d) intentionally engages in conduct which is demonstrably and materially injurious to the other Party. For the avoidance of doubt, it is clarified that the above list is indicative and that important reasons (Cause) justifying the early termination of the Agreement shall include, but not be limited to the acts described under (a), (b), (c) and (d) above. The Parties explicitly agree and accept that in cases under (b), (c) and (d), they have the right to claim compensation against the other Party

for any material damage suffered in addition to their right to early terminate the Agreement with immediate effect.

2.4. The Agreement may be terminated by PCT in the event that a Force Majeure Event lasts more than thirty (30) days, as described in Article 13.

2.5. On the termination of this Agreement the PMD will return immediately to PCT all records, documents, accounts, drawings, etc. it keeps in its possession or control in relation to the Project (along with the copies in the PMD's possession or under its control or in its employees or colleagues' possession, without keeping any copies) or/and will destroy them with any reasonable way determined by PCT, and will delete, to the extent possible, any records, documents, accounts, drawings, etc. stored in any computer, word processor or any other electronic or digital or similar device or data storage space.

### 9.3 ARTICLE 3: PMD'S REMUNERATION

3.1. PCT agrees to compensate the PMD for the rendering of the Services, as set forth in the Financial Proposal of the Offer, attached hereto as annex B (the "**Annex B**").

3.2. For the avoidance of doubt, it is clarified that the remuneration of the PMD, as set forth in Annex B (the "**Contract Fee**"), constitutes the complete, fair and reasonable remuneration for the rendering of the Services and the performance of the PMD's obligations under and in accordance with the terms of this Agreement and, therefore, the PMD has no further claim against PCT for any additional payment in consideration for the performance of the PMD's obligations under this Agreement.

3.3. In case of a substantial modification of the Services to be performed hereunder, which alters substantially the scope of the Agreement, so as to occur an additional financial cost to the PMD pursuant to the Customer's written instructions, as described in par. 1.4 of Article 1 hereof, the Contract Fee may be amended after negotiations in good faith between both parties.

### 9.4 ARTICLE 4: PAYMENT TERMS

4.1. The payment of the Contract Fee will be paid to the PMD according to the following payment terms:

- An amount equal to five per cent (5%) of the Contract Fee will be paid to PMD upon full and satisfactory completion of the operation simulation and traffic study;

- An amount equal to thirty five per cent (35%) of the Contract Fee will be paid to the PMD upon approval of the detail design of the Project by the Approval Authority;
- An amount equal to sixty per cent (60%) of the Contract Fee will be related to the Project Management tasks of the PMD throughout the term hereof. In this timeframe the PMD shall be entitled to receive the said amount which equals to sixty per cent (60%) of the Contract Fee, 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 not later than fifteen (15 days) after the end of each calendar month accompanied by the necessary invoices, vouchers and other appropriate supporting materials for payment. PCT will settle the proportionate bills, within thirty (30) days upon receipt of the supporting documents;
- PCT reserves the right not to settle the abovementioned proportionate bills, in the event that they are not fully and appropriately accompanied by their supporting documentation. In this event, the deadline for the payment thereof shall commence upon the proven receipt of the missing supporting documentation.

4.2. The payments of the Contract Fee will be paid to the PMD's bank account ..... held with the bank .....

4.3. Any bank charges levied by PCT's bank shall be debited to the PCT's bank account and any bank charges levied by the PMD's bank shall be debited to the PMD's bank account accordingly.

## **ARTICLE 5: PMD'S WARRANTIES AND REPRESENTATIONS**

5.1. The PMD declares to Customer that it has inspected the site where the Project will be executed and that the PMD is fully aware of: (i) the state and the conditions of the site where its work will be performed; and of (ii) every detail of the Project, which is relevant and/or which may affect the timetable, the cost, the manpower requirements and the efforts required for the correct and timely performance of the PMD's obligations.



5.2. The PMD represents and warrants to PCT that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services. The PMD warrants to PCT that the Services will be provided according to a high level of degree of efficiency, reliability, skill, diligence and prudence that would be expected from a skilled and experienced counterparty employing prudent standards in respect of providing professional services similar to the Services and shall maintain the highest standards of quality for the entire duration of the contractual relationship. The quality of the Services shall be evaluated by PCT and the PMD shall comply with any recommendations and/or instructions by PCT with regard to the provision of the Services.

5.3. The PMD warrants that its employees or the personnel to be used for the rendering of the Services in general possess the necessary know-how, experience and qualifications required for the performance of the Services in a timely and effective way, pursuant to the terms of the Agreement and the standards set out in the applicable legislation for the safety and health of the employees and in compliance with the level of professionalism and care required by the common practice. Upon receipt of notice given by PCT that it has discovered PMD's employees who lack the required know-how, experience or qualifications, the PMD shall promptly replace them with appropriately qualified employees.

5.4. The PMD ensures that all members of the personnel involved in the provision of the Services will observe strictly and continuously for the entire term of the Agreement the appropriate safety measures.

5.5. The PMD warrants that all the Services provided hereunder shall be carried out in such a way as to eliminate any and all risks of damage to the property of PCT or other third parties or accidents to third parties.

5.6. The PMD undertakes to perform its obligations hereunder in compliance with the legislation applicable to the Agreement and the relevant labor legislation, social security legislation and the legislation for the prevention of the occupational risks.

5.7. The PMD represents and warrants to Customer that neither it (the PMD), while performing the Services, nor the Deliverables hereunder will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. The PMD further represents and warrants to Customer that the PMD will not use any trade secrets, or confidential or proprietary information owned by any third party in performing the Services.

## **ARTICLE 6: PMD'S LIABILITIES**

6.1. The PMD shall be exclusively liable towards PCT or any other third party for the actions or omissions of its employees and/or in general of the people it may use for rendering the Services. More specifically, the PMD is under obligation to fully compensate PCT and/or any third party for any loss and/or damage that may be caused to PCT or to any third party, in any manner whatsoever, by the PMD's employees and/or personnel in general to be used for the rendering of the Services hereunder.

6.2. It is self-evident that PCT is by no means responsible for the PMD's nominated staff in terms of insurance, social security, salaries, industrial accidents, expenses etc. and no contract of employment or other exists between PCT and the PMD's nominated staff which is the latter's (the PMD's) sole responsibility.

6.3. The PMD is obliged prior to the commencement of rendering the Services hereunder, to have in place and maintain for the whole term of the Agreement at its sole expense a liability insurance agreement with an A' Class insurance company, covering the Services to be performed by the PMD. Such insurance coverage shall have limits and terms reasonably satisfactory to PCT, and PCT may require from the PMD to furnish PCT with a certificate of insurance evidencing such coverage.

## **ARTICLE 7. RELATIONSHIP WITH THIRD PARTIES**

The PMD ensures PCT that it will cooperate with the third parties PCT appoints for the execution of the Project, as well as with the Approval Authority, PCT's personnel, advisors and agents in general.

## **ARTICLE 8: MEANS FOR THE PROVISION OF THE SERVICES**

The PMD shall use its own tools, instruments and equipment while performing the Services, unless otherwise agreed in writing between the Parties. PCT agrees to provide to the PMD the information, documents and assistance that the PMD reasonably requires to perform the Services.

### **9.5 ARTICLE 9: LETTER OF GUARANTEE**

The PMD furnishes PCT with an unconditional letter of guarantee payable upon PCT's first demand, as a performance bond for the timely, proper and successful fulfilment of

the PMD's obligations hereunder. The letter of guarantee is issued by the bank under the name ... in favour of PCT for an amount equal to the five per cent (5%) of the Contract Fee, has as initial validity one year starting from the signing of the Agreement and is subject to its consecutive and uninterrupted renewal, as long as the PMD's obligations under the present Agreement remain in force.

#### **9.6** ARTICLE 10: RELATIONSHIP OF THE PARTIES

10.1. The PMD, in rendering the Services to PCT under the terms hereof, will be acting as an independent contractor and under no circumstances will the PMD be deemed to be an employee of PCT during the term hereof.

10.2. Nothing contained in this Agreement is intended to or shall be construed to give rise to or create a partnership or joint venture between PCT and its representatives, successors and assigns on the one hand, and the PMD and its representatives, successors and assigns on the other hand.

10.3. The PMD shall have no authority whatsoever to bind or obligate PCT, or to act on behalf of PCT.

#### **9.7** ARTICLE 11: CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

11.1 Without the prior written consent of PCT, except as otherwise expressly provided in this Agreement, the PMD shall not, directly or indirectly, make any use for any purposes not contemplated by this Agreement, of its relationship to PCT, including without limitation:

(a) by referring to PCT, CSPL, or PPA, in any sales literature, letters, client lists, press releases, brochures or other written materials, except as may be necessary for the Parties to perform their respective obligations under the terms of this Agreement; or

(b) by using or allowing the use of any logo, service mark, trademark or trade name now or which may hereafter be associated with, owned by or licensed by PCT, CSPL, or PPA, in connection with any service or product, other than as expressly provided for herein.

11.2. The PMD agrees that from the date hereof and at all times thereafter, the PMD (i) will keep confidential all Confidential Information of PCT, (ii) will not disclose Confidential Information to any persons other than PCT employees and agents of PCT and agents of PMD who have a need to know such information and who agree to maintain such information as though a party hereto, and (iii) will not otherwise use

Confidential Information for any purpose other than the purpose for which PCT provided Confidential Information to the PMD. The term "Confidential Information" shall mean any data or information concerning the business or affairs of PCT or any of its shareholders and affiliates, which is designated as confidential by PCT, or which is not generally known to the public and which PMD should reasonably expect to be confidential or of a commercially sensitive nature.

11.3. The PMD hereby assigns to PCT all right, title and interest in and to the Deliverables. The PMD will not make any use of any of the Deliverables in any manner whatsoever, other than and to the extent that it is necessary for the fulfilment of its obligations hereunder.

11.4. The Parties agree that in the event of any material breach or threatened material breach of any of PMD's covenants in this Article 11, the damage to PCT and to its (PCT's) reputation would be irreparable and extremely difficult to estimate. Accordingly, the parties agree that such breach of the PMD's covenants in this Article 11 constitutes a tort within the meaning of Articles 914 and 919 of the Greek Civil Code, and that PCT and its shareholders and affiliates shall be entitled to injunctive relief against PMD in the event of any breach or threatened breach of such covenants by PMD, in addition to any other relief available to PCT under this Agreement or under the applicable Greek law.

#### **9.7.1**

### **9.8** ARTICLE 12: PERSONAL DATA

12.1. The Parties mutually agree that they shall comply with all relevant provisions of Greek Law 4624/2019, EU's General Data Protection Regulation (GDPR) 2016/679 and other Greek and EU legislation pertinent to data protection and privacy. For the purposes of this Article 12, "Data Controller", "Data Processor" and "Data Subject" have the meanings given to them under the GDPR. "Personal Data" means (a) any personal data as defined in the GDPR which relates to the PMD or PCT, their clients, employees, representatives and/or agents and is provided to the other Party in the context of the transaction described in the Agreement or (b) personal data of any third party that comes to the PMD's or PCT's knowledge throughout the term of the present Agreement.

12.2. The PMD undertakes to indemnify and hold harmless PCT from and against any and all actual and direct claims, losses, damages, liabilities and reasonable costs and expenses (including reasonable court and reasonable attorney's fees) and causes of action of whatsoever nature or character, arising directly out of the PMD 's breach of

the representations and warranties provided hereunder. For the avoidance of doubt, the indemnification provided hereunder shall be effective to the maximum extent permitted by the applicable laws.

### **ARTICLE 13: FORCE MAJEURE**

If the performance of any obligations under this Agreement, including the timely rendering of the Services and the payment of the Contract Fee, is delayed by either Party due to the occurrence of a Force Majeure Event, and provided either Party has taken all reasonable measures to detect or avoid or to eliminate the effects thereof, neither Party shall be liable for such delay and any deadlines set under this Agreement for the performance of such obligations shall be extended for a period of time equal to the duration of the Force Majeure Event. For the purposes of this Agreement, a “**Force Majeure Event**” shall be defined as including any event lying outside the control and intervention powers of the Parties, such as, indicatively, a war, embargo, strike, fire, riot, flood, interruption of transport, etc.

It is explicitly hereby clarified that the term Force Majeure Event does not include any circumstances such as an order or decision made by any court or authority, or any other incident resulting in the interruption or the delay of the implementation of this Agreement by reason of any non-compliance of the PMD with any laws and regulations governing the implementation of the Agreement and its professional activities in general.

Should any circumstances occur, which would cause a delay in the rendering of the Services or the performance of the PMD’s obligations under the Agreement in general, including but not limited to any Force Majeure Event(s), the PMD shall inform PCT of such delay in writing immediately after the occurrence of such circumstances or after acquiring knowledge thereof, indicating the reasons for, and the likely duration of the delay.

If the Force Majeure Event lasts more than thirty (30) calendar days, Customer is entitled to terminate this Agreement giving a written notice to the PMD. If this Agreement is terminated by Customer for reasons pertaining to a Force Majeure, the PMD must be paid only the Services that have been provided and approved and the proven services of the current stage of the design at the date of the termination, without any other claim against Customer. It is clarified that as proven services payable by Customer shall only be deemed the designs and relevant documents provided by the

PMD within twenty four (24) hours from termination, without any other claim against Customer.

#### **ARTICLE 14: ASSIGNMENT AND DELEGATION**

The Parties hereby agree that the PMD is not entitled to assign, delegate or otherwise transfer its rights or obligations under this Agreement to third parties, individuals or legal entities, without the prior written consent of PCT

#### **ARTICLE 15: GOVERNING LAW / JURISDICTION**

15.1. This Agreement shall be governed by and construed in accordance with the laws of Greece.

15.2. 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 of the Parties arising hereunder, such disagreement or dispute shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece, to whose authority and exclusive jurisdiction the Parties expressly submit themselves.

#### **ARTICLE 16: MISCELLANEOUS**

16.1. Counterparts: This Agreement will be executed in three (3) counterparts, each of which shall be deemed an original.

16.2. Survival: Articles 11 and 12 of this Agreement shall survive any termination or breach of this Agreement and shall remain in effect so long as the Parties hereto are entitled to protection of their rights under applicable law.

16.3. Severability: In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16.4. Non waiver: No delay or failure on the part of either Party in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.

16.5. Amendments: The terms and conditions of the present Agreement, including the Annexes thereto, shall only be amended in writing. Any oral or implicit amendment of this agreement shall be null and void and not binding on the Parties.

16.6. Entire Agreement: This Agreement (including its Annexes) constitutes the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior oral and written agreements, commitments, understandings or proposals or

any other opposite or different clause written on the invoices or any other document to be exchanged between the Parties hereto with respect to the matters provided herein.

**16.7. Material Terms:** All terms of this Agreement are material and substantive. Failure by either Party to comply with and implement any term of this Agreement shall be deemed to be a Cause for the early termination of the Agreement pursuant to the provisions of paragraph 2.3. of Article 2 hereof, without prejudice to the Parties' right to seek compensation. Any omission by the Parties to rely on or implement any term of the Agreement shall not be construed as a waiver of that right.

**16.8. Notices:** All notices, requests, claims, demands and other communications relating to this Agreement shall be sent in writing (return receipt requested) to the respective Party's address set forth in the heading of this Agreement. Notices sent by fax and email are acceptable if they are sent to the following fax numbers and e-mail addresses and shall be deemed to have been received on the following working day from the date on which they are sent:

**1. FOR PCT**

[•]

**2. FOR PMD**

[•]

In case either Party changes the official address of its offices and fails to notify such change to the other Party in writing, the other Party may validly communicate any legal document ("dikografo") or extra-judicial statement or any correspondence to the address set forth in the heading of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly signed by their authorized representatives as of the date first above written, and have executed this Agreement in three (3) counterparts, each of which has the same legal force and effect.

**FOR**

PIRAEUS CONTAINER TERMINAL S.A

**FOR**

[PMD's NAME]

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Name: Zhang Anming

Title: Managing Director

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Name:

Title:

### **III ANNEXES**