

Open Tender

for the provision of daily meal to employees

for



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1 Introduction

With this tender document PCT intends to choose best quality service in contracting food services as mentioned in below APPENDIX A for the provision of daily meal to employees.

2 PCT Scope Overview

The requirement for PCT is the potential supplier to deliver to PCT the required meals for the employees who are present at work as per their working schedule as mentioned in APPENDIX A.

APPENDIX A

- Each employee on shift can select 1 meal to be delivered as per his working schedule at the delivery point of his choice.
- The weekly menu to be provided by Supplier must at least be available to employees in order to place their orders from Monday to Friday for coming week.
- Cancellation of meals will be sent to Supplier 1 day before delivery until 15:00; cancellations of meals for weekends and special days at least 1 day before.
- Extra meal ordered on same day can be made.
- The delivery at PCT premises in SEMPO N. Ikonio, Perama Piraeus is at specified delivery points following a delivery schedule linked with employees' working shifts i.e delivery time: 06:30-07:00, 12:30-13:00, 17:30-18:00

The required services are the below:

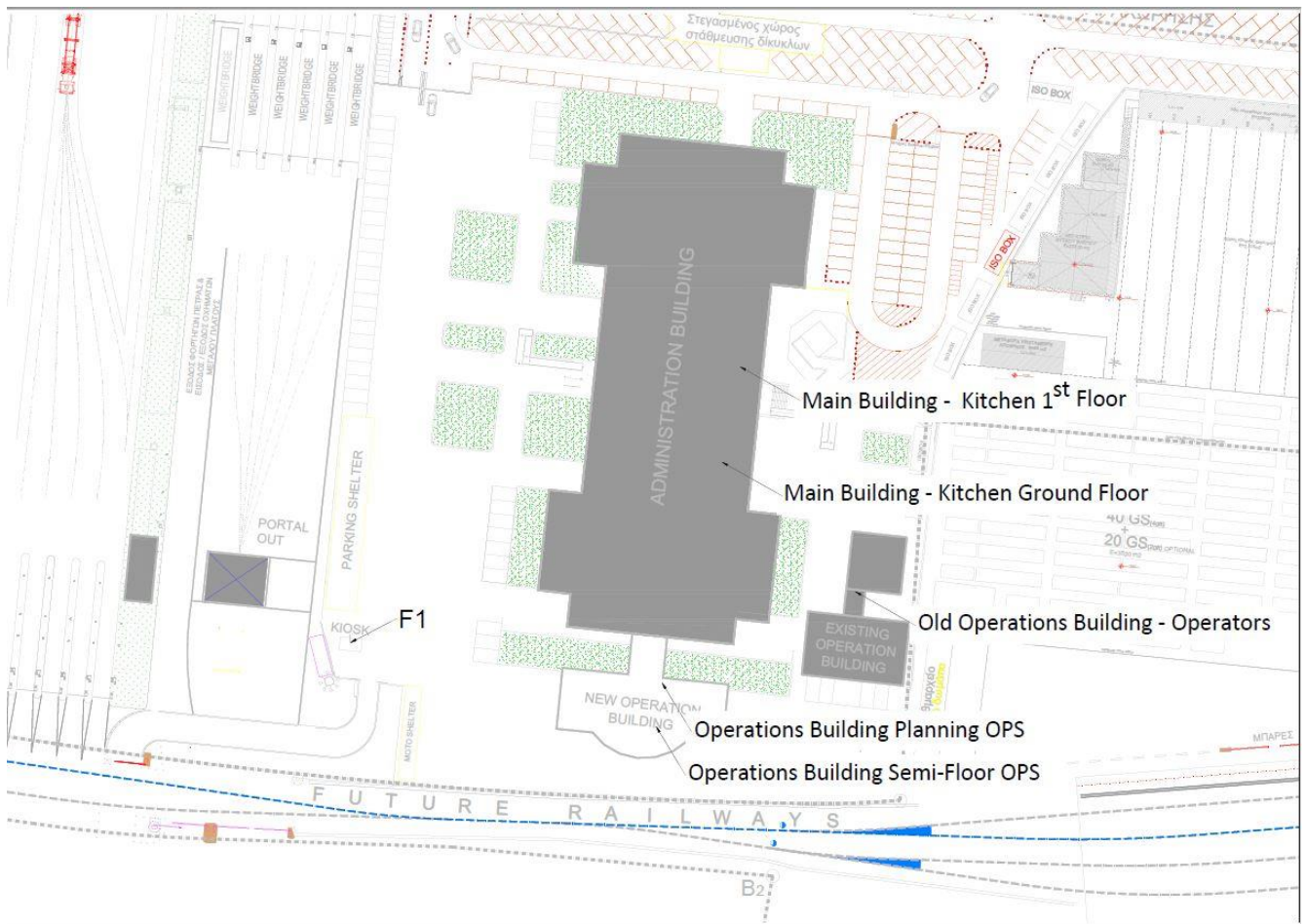
- A weekly menu Monday to Sunday that will contain at least 4 options of hot dish, and 4 options of cold dish (except on Sunday that will contain the options of cold dish)
- All hot dish options to be accompanied at least by bread and salad or fruit
- All cold dish options to be accompanied at least by 1 500ml Water Bottle, 1 fresh fruit, salad or 1 health bar
- Delivered meals need to have a sticker note with the ingredients and a name tag with the employee's name who placed the order.

Indicatively, the daily maximum number of meals delivered per delivery point:

| Delivery Point / Delivery Time | Before COVID-19 - No remote working | | | | COVID-19 - With Remote working | | | |
|-----------------------------------|-------------------------------------|-------------|-------------|-------------|--------------------------------|-------------|-------------|-------------|
| | 06:30-07:00 | 12:30-13:00 | 13:30-16:00 | 17:30-18:00 | 06:30-07:00 | 12:30-13:00 | 13:30-16:00 | 17:30-18:00 |
| Canteen | 2 | | 55 | | 1 | | 68 | |
| F1 Gate | | 64 | | 9 | | 40 | | 4 |
| F1 Gate (Stock Keepers) | | | | | | 4 | | 1 |

| | | | | | | | | |
|---|---|------------|----|----|---|------------|----|----|
| Main Building - Kitchen Ground Floor | | 30 | | | | 22 | | |
| Main Building - Kitchen 1 st Floor | | 15 | | | | 6 | | |
| Operations Building Planning OPS | | 36 | | 15 | | 28 | | 10 |
| Old Operations Building - Operators | | 5 | | 10 | | | | 5 |
| Operations Building Semi-Floor OPS | | | | | | 8 | | 1 |
| TOTAL Meals per day/delivery point | 2 | 150 | 55 | 34 | 1 | 108 | 68 | 21 |
| TOTAL Meals per day | | 241 | | | | 198 | | |

PCT Layout – Delivery Points



3 TENDER specifications

Chapter A. Terms and Conditions

- **The suppliers are required to provide an indicative monthly menu (i.e. details in terms of portion sizes in gm/ml and recipes' ingredients are necessary), sourcing of products used, sample of meal packaging and one-use cutlery.**
- ***One week meals' delivery for all staff as per their working schedule will be asked at the stage of evaluation ("Service Trial Week"). The service will be paid as per the total price of any offered meal which is fixed and shall amount to 5€ excluding VAT.***
- **The suppliers are required to submit proof of control provisions, proof of sufficient level of experience in the catering business (i.e. minimum of 5 years of operation) and reference of cooperation with other organisations/entities/authorities**
- **The suppliers are required to present their operation process indicating their flexibility of service (i.e. cancelations, extra orders on demand, responsiveness to complaints)**

Chapter B. Payment terms

Participants are requested to submit a proposal for providing the total service which is the subject-matter of this RfP as described in the tender document, considering the below payment terms:

| Item # | Description / Category |
|--------|--|
| 1 | Delivery note to be issued per day after agreeing the number of daily meals delivered at company with company's designated staff |
| 2 | Invoice issued every 15 days |
| 3 | Invoice Payment to the Supplier up to 30 days after invoice issuance date |
| 4 | |
| 5 | |
| 6 | |
| 7 | |

Terms and conditions

- The total price of any offered meal is fixed and shall amount to 5€ excluding VAT.
- The minimum estimated daily order during weekends is 70 orders, the minimum estimated daily order from Monday to Friday is 120 orders.

Signed.....

Name.....

Position.....

Authorized by law to sign on behalf of the Participant:

..... (Company name)

Date.....

(Please print out this page and sent it within your sealed proposal)

4 Submission method

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

"Participation Documents" shall include all documents requested in Annex A.

All documents and materials shall be submitted in soft copy form.

The files submitted must be either in Microsoft "word .doc files" or Adobe ".pdf" format files for both the Technical and Financial Proposal.

All files submitted shall be clearly marked with the relative indication for example "COMPANY_DAILY_MEAL_PROPOSAL", as appropriate (note: lack of proper identification may invalidate the Proposal).

All suppliers are required to upload their proposal offers until **29th April 2022 at 13:00**

4.1 Validity

The Proposals, shall be valid for a period of two (2) months from the submission deadline date.

Participants may be asked to extend the validity of their proposals for additional months.

A Proposal shall be and shall only be deemed as accepted when a Letter of Acceptance is delivered to the Participant by email or facsimile transmission (by fax). The date of delivery of the email or fax notifying acceptance shall be deemed as the date of acceptance of the Proposal. Acceptance of a Proposal submitted by the Participant shall create an irrevocable obligation on the Participant, immediately after the acceptance date, to enter into a contract with PCT if PCT decides accordingly.

PCT reserves the right to disqualify the Participants at its sole and absolute discretion, indicatively in the event that a Participant:

- 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 Participant is established. The aforementioned obligation to exclude a Participant is also applicable in case the person convicted by final judgment is a member of the administrative, management or supervisory body of that Participant 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.**

4.2 True and Correct statements

Each Participant understands that the information contained in its Proposal will be relied upon by the evaluators in making their decision with respect to the award of the Contract and such information is expressly warranted by the Participant to be true and correct. Furthermore, each Participant will furnish such supporting and confirming information, prior to the award of the tender, as may be reasonably requested by PCT.

Any approvals and permissions required by the Greek or any other Public Authorities necessary for the provision of the Services stipulated set out in this Tender and the Contract to be signed shall be mentioned and described in detail by the Participants in the Proposal, along with the acts and/or omissions required to achieve them (the aforementioned shall be a part of the Participant's Proposal). If such approval or permission is required by PCT under such provision set out in Greek or European laws and/or regulations, the Participant is under the obligation to mention and describe in detail in its Proposal all requirements stipulated as well as the respective provisions of such laws and/or regulations.

4.3 Presentation and interviews

Following submission of their Proposals, Participants will be required to present their Proposals to the Evaluation Committee.

All Participants' costs associated with the Presentation and any interviews will be solely at the Participant's expense.

4.4 Evaluation Process

A panel will be formed to review and evaluate the Proposals, as well as any supplementary information it may obtain in the course of the evaluation process through clarifications, presentations and interviews with Participants. The assessment will be performed according to the compliance with the requirements of the specifications.

| Item | Index of Evaluation – Content of Service |
|------|--|
| 1 | Variation of foodstuffs and ingredients |
| 2 | Availability of choice |
| 3 | Sourcing of products used |
| 4 | Quantity of meal portion |
| 5 | Meal Appearance and Flavor |
| 6 | Quality of Meal Packaging (i.e. can be put in microwave, can keep meal flavor intact) and one-use cutlery |
| 7 | Nutritionist input into designing the meal plan |
| 8 | Quality Control Provisions |
| 9 | Proof of sufficient level of experience in the catering business (i.e. minimum of 5 years operation) and cooperation reference with other organisations/entities/authorities |
| 10 | Flexibility of service (i.e. cancelations, extra orders on demand, responsiveness to complaints) |
| | TOTAL SCORE |

Proposals that do not meet the minimum criteria set may be considered unacceptable and will not be further considered.

A ratio will be calculated for each offered solution where the Technical parts carries a weight of 100% considering the fixed-cost of each meal at the net price of 5 Euro.

The solution that offers the highest Technical ratio will be selected (i.e. best quality of provided services).

PCT may on its own discretion choose to purchase only parts of the total offered solution and the supplier is obliged to accept without change of the financial cost.

The Suppliers are required to submit their BEST AND FINAL OFFER

This Tender and the Contract to be signed between PCT and the selected Supplier 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.

5 OTHER TERMS

1. Submitting an Offer entails full and unreserved acceptance of all terms and conditions of this Tender.
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 Participants during the Tender.

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

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 Participants 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 Participants understand and acknowledge that exclusion from the Tender or failure in the Tender or the cancellation or adjournment of the Tender by PCT does not give rise to any right to of any of the Participants 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.

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 Participants and/or third parties.

6. PCT reserves the right to enter into negotiations with the selected Participant after the evaluation process and before concluding the Contract.

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

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.

8. PCT will not use the documents, information, data and supporting documentation for any purposes other than the selection of the Supplier and the execution thereof.

9. The Participants 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 Participants.

ANNEX A

General Criteria required for all New Suppliers

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