

**CALL FOR THE TENDER**

**For the Procurement of:**

“Ship Generated Liquid Waste Handling Services”

**DECEMBER 2021**

**PIRAEUS CONTAINER TERMINAL SINGLE MEMBER S.A.**

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## GLOSSARY

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

“**Contracting Authority**” means the PCT SA.

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

“**Call**” means the document, which envisages the terms and the conditions for the participation in the Tender, as well as the requirements for the provision of the Services by the Provider(s), to be

selected by PCT, as well as with any clarifications that will be provided during the Tender.

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

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

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

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

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

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

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

**“Services”** means the provision of integrated Liquid Waste Handling Services as described in ANNEX A

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

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

**“Machinery”**: the minimum permanent equipment the Provider shall have at its disposal for the provision of the Services, according to the terms and the specifications of this Call, as per Service category;

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

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

**“Waste from ships”** means all waste, including cargo residues, which is generated during the service of a ship or during loading, unloading and cleaning operations and which falls within the scope of Annexes I, II and IV to MARPOL Convention.

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

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

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

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

## **SECTION–A - INSTRUCTIONS TO PARTICIPANTS**

This Call to Tender is addressed to Bidders having the selection criteria defined herein for the provision of the Services.

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

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

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

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

point A above.

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

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

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

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

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

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

## **1. GENERAL**

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

For additional information from PCT, please send email to: [Konstantinos.Ampelidis@pct.com.gr](mailto:Konstantinos.Ampelidis@pct.com.gr)  
Phone: +30 210 4099100 (8233)

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

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

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

## **2. PRESENTATION**

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

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

## **3. SUBMISSION OF BIDS**

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

### **3.1. Time and date**

**Bids should be submitted at PCT's FTP platform by 16:00 local hour (Athens)(GMT+3) on the 2<sup>nd</sup> of February 2022 (closing date).**

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

Late submissions will not be considered.

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

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

### 3.2. Place

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

### 3.3. Submission Specifications

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

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

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

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

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

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

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

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

### **3.4. Validity**

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

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

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

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

### **3.5. True and Correct statements**

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

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

## **4. EVALUATION CRITERIA**

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

### **4.1. Personal Situation Criteria (ON/OFF)**

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

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

2. The managing partners in the case of a limited or general partnership or limited liability Company, and the Chairman and Managing Director in the case of a Société Anonyme or the natural persons exercising management functions in all other cases must not have been convicted on the basis of a final judgment for:

- a. participation in criminal organizations within the meaning of Article 2(1) of Council Framework Decision 2008/841/JHA
- b. bribery within the meaning of Article 3 of Council Act of 26 May 1997 and Council Framework Decision 2003/568/JHA.
- c. fraud within the meaning of the Directive (EU) 2017/1371
- d. money laundering within the meaning of repealed by the Directive (EU) 2015/849
- e. Embezzlement
- f. Fraud
- g. Extortion
- h. Forgery
- i. Perjury
- j. Bribery according to the Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

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

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

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

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

7. Documents required in ANNEX C

#### **4.2. Previous Experience Criteria (ON/OFF)**

The Bidder, **upon penalty of disqualification**, must have at least a three-year prior continuous experience, over the last five (5) years regarding the provision of the Services namely regarding the activity of collection and management of ship-generated liquid waste and cargo residues in European ports, with similar port traffic to PCT in terms of arrivals, categories, tonnage of serviced vessels, number of deliveries and quantities by type of waste delivered, evidenced by relevant contracts of minimum duration of three (3) years each and certificates of good performance issued by a competent port authority or port management authority of the country in which the Bidder operates.

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

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

Each Bidder that participates in the tender procedure must, **upon penalty of disqualification**, meet cumulatively the following financial criteria:

1.- published financial statements or condensed financial statements including positive results (profit) before taxes for the financial years 2018, 2019 and 2020 and

2.- annual turnover for the following years:

Year 2018 annual turnover at least €4.500.000

Year 2019 annual turnover at least €4.500.000

Year 2020 annual turnover at least €4.500.000 and

3.- Working Capital (current assets / short term liabilities) greater than 1 for each one of the aforementioned financial years (2018,2019,2020) and

4.- annual turnover from the Services, certified by an auditor, as follow:

Year 2018 annual turnover at least €2.300.000.

Year 2019 annual turnover at least €2.300.000.

Year 2020 annual turnover at least €2.300.000.

#### **4.4. Technical skill criteria (ON/OFF)**

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

#### **4.5. The Technical Offer for the execution of the Project**

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

- a) A description of the Methodology which shall be used for the execution of Services
- b) A description of the Installations which shall be used for the provision of the Services.
- c) A description of the Machinery and Equipment which shall be used for the provision of the Services.
- d) A description of the Personnel which shall be used for the provision of the Services, both in accordance with the terms hereof.

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

## **5. ASSESSMENT OF BIDS**

### **5.1. Presentation and interviews**

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

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

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

### **5.2. Process**

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

Evaluation of the Bids shall be performed as follows:

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

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

- Warranty period
- Spare parts and availability

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

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

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

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

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

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

The criterion for award of the Contract is the higher percentage by the Bidder to PCT during the term of the Tender. The minimum percentage offered by the Candidates to PCT is 22% calculated at all rates as referred to Annex B paragraph 6. (RATES FOR LIQUID WASTE RECEPTION SERVICES) and the Candidates will be called in a 2<sup>nd</sup> Phase to bid with that percentage as a starting point. During this stage PCT may ask any Bidder(s) to justify his/her (their) offered percentage. Bidder shall reply within two (2) working days from receipt of said request on the particular elements that appear abnormally high. If the Bidder fails to reasonably explain the high level of offered percentage, then the offer will be rejected.

### **5.3. Award Communication**

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

#### **5.4. Signing of the Contract Award Communication**

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

A. Insurance policy for Civil Liability with minimum limits of 300.000€ for bodily injury/death per occurrence, 750.000€ material damages per occurrence and 1.500.000€ annual aggregate. Employers Liability with minimum limits of 300.000€ for bodily injury/death per person, 600.000€ bodily injury/death per group accident and 600.000€ annual aggregate and

B. Performance Bank Guarantee in the form of Chapter G hereto.

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

#### **5.5. Contract Duration**

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

### **6. SERVICES REQUIRED**

#### **6.1. Background**

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

#### **6.2. Scope of Work**

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

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

### **6.3. Technical Proposal**

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

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

### **6.4. Financial Offer**

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

## **SECTION–B – Tender Proposal Structure**

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

### **“Technical Proposal”**

The below chapters:

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

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

### **“Financial Offer”**

The below chapters:

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

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

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

## **Chapter A. Details of Participant**

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

### **A. Personal Situation documentation**

1. Company name and legal form.
2. Address of head office, telephone number, and fax number.
3. Company profile, date of establishment, details of equipment used and services offered, organizational structure, links with parent company and subsidiaries (if applicable).
4. Incorporation documents for legal persons such as: (a) copy of the codified Articles of Association of the Company, (b) the issue of the Government Gazette or certificate from the competent General Commercial Registry (GEMI) in which the latest decision officially establishing the company’s Board of Directors and appointing its representatives was published.
5. Valid company registration.
6. An official extract from the register of minutes of the Company’s Board of Directors or the competent body which approved participation in this tender procedure, appointing one or more persons to submit the Offer, to submit the financial Offer, and to sign any document relevant to the tender procedure, and appointing a process agent.  
Note that in addition to that decision, in the case of a joint venture or grouping, the Bidder’s process agent shall be appointed in accordance with the provisions of Important Note 2 below.
7. A solemn declaration from the representative/representatives and process agent appointed by decision of the candidate’s competent body, in which they unconditionally and unreservedly accept their appointment.
8. A Certificate of Registration, in original or certified copy, from the competent authority

proving that the Bidder:

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

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

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

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

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

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

**14.** Annex C required docs

**IMPORTANT NOTE 1:** Foreign legal persons must also submit documents similar to those in point (A) above officially translated in English by the Ministry of Foreign Affairs, a Consular Authority or

a Lawyer. Where a country does not issue the said documents or certificates they can be replaced by a sworn statement or, where none exists, by an official statement made by the interested parties before a judicial or administrative authority, notary public or competent professional association in the country of incorporation or country of establishment. That statement must indicate the fact that it is not possible to obtain the relevant supporting documents in the respective country. If it is ascertained in any way that the said certificates are issued in that country, the Bid will be rejected.

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

- i. the contracting Enterprise’s acceptance of joint submission of the expression of interest (in joint ventures it is sufficient for this to be clear from the purpose for which it is established).
- ii. the stakes of each member in the arrangement.
- iii. the joint representative and process agent for the members of the grouping or Joint Venture, in dealings with PCT and
- iv. that the members of the grouping shall be jointly and severally liable to PCT for implementing the project and in the case of full, special or quasi general succession, their successors will be bound to continue to participate in the Joint Venture under the same terms.

**B. Previous experience documentation**

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

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

### **C. Financial and economic documentation**

1. Published financial statements for the financial years 2018, 2019 and 2020 including the follow:
    - (i) Positive results (profit) before tax for all the aforementioned financial years  
and
    - (ii) Annual turnover at least €4.500.000 per year for all the aforementioned financial years  
and
    - (iii) Working Capital (current assets / short term liabilities) greater than 1 for each one of the aforementioned financial years (2018,2019,2020),  
as the corporate law for the publicity stipulates, for each country the bidder is located (established). In case that the bidder has no obligation to publish its financial statements, it is obligatory to submit financial statements, trail balances and the E3 form for the last financial years.
  2. Certificate from an auditor, indicating the annual turnover of the company, for the aforementioned financial years (2018, 2019, 2020), especially in the provision of integrated liquid waste and waste cargo management services in ports is more than €2.300.000.
- The above must prove that the criteria of Article 4.3 are met.

### **D. Technical Skill Documentation**

The relevant documentation as provided in Annex A and per Service Category for which the Bidder participates in the Tender.

### **E. Technical offer**

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

### **F. Participation Bank Guarantee**

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

**Chapter B. Proposal Submission Form**

(To be completed by Participant)

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

To:

PIRAEUS CONTAINER TERMINAL SINGLE MEMBER SA  
SEMPO Central Building  
Neo Ikonio Perama  
18863 Greece

Attention: Managing Director of PIRAEUS CONTAINER TERMINAL SINGLE MEMBER SA

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

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

Our Technical Proposal and Financial Offer are valid until.....  
(Note: minimum of 3 months from Proposal submission deadline)

Signed.....

Name.....

Position.....

Authorized by law to sign on behalf of the Participant:

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

.....

..... Date.....

## **Chapter C. Technical Proposal**

(To be completed by Participant)

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

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

## **Chapter D. Financial Offer**

The criterion for the award of the agreement shall be the highest offered percentage to PCT, and which must not be less than the starting point of 22% of the amount (in €) of all issued invoices (concerning all the rates as referred to ANNEX B paragraph 6 (RATES FOR WASTE RECEPTION SERVICES)) of the Bidder.

## **Chapter E. Tender Terms & Conditions**

### **E.1 Performance Bond**

Prior to the signing of the Contract for the Services with the Provider to be selected by PCT, the Provider is required to submit to PCT a Performance Bond in favor of PCT for an amount of €150.000,00 (one hundred fifty thousand Euros) to be issued by a financial institution lawfully operating in Greece. The Performance Bond will be valid for the entire duration of the contract, payable on first demand. PCT will return the Performance Bond two (2) months after the lapse of the term (duration) of the Contract, provided that the Provider has fulfilled all his obligations under the Contract and that no reason for the forfeiture of the Performance Bond by PCT will have arisen until the expiry of the term of the Contract.

For the avoidance of doubt, it is clarified that no Contract will be signed unless the Performance Bond is delivered to PCT.

### **E.2 Pricing**

Participants are required to fill in full the relevant table "Financial Offer" of Annex B of this tender document, pursuant to the instructions and details of Chapter D "Financial Offer".

### **E.3 General Terms**

1. PCT reserves the right to repeat, amend the timetable, postpone, cancel, suspend amend the Tender procedure at any time and to not award the Tender to any Participant without it being held liable in any way to the Participants and/or by any third parties. No person acquires, on any ground

or cause, any right or claim for compensation (not even for the cost of submitting the Offer) against PCT, its employees, officers or advisors, and agents in general, arising from the participation in the Tender. Participants understand and acknowledge that exclusion from the Tender or failure in the Tender or the cancellation or adjournment of the Tender by PCT does not give rise to any right of any Participant in the Tender or of any third party to claim any compensation or indemnity, on whatever grounds, including but not limited to any alleged damages or alleged loss of profits or loss of opportunity or for any costs relating to the participation in the tender process, from PCT and/or its employees, officers or advisors, and agents in general.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Chapter F: Participation Bank Guarantee**

“Bank.....

To: Piraeus Container Terminal S.A.

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

We hereby irrevocably guarantee in favor of our client..... waiving the right of discussion And division, for the participation of our client under the name .....in the tender called by PCT Single Member SA dated.....for the procurement of the ship-generated liquid waste handling services on ..... 2021.

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

The Issuing Bank  
.....”

## Chapter G: Good Performance Bank Guarantee

Bank.....

To: Piraeus Container Terminal S.A.

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

We hereby irrevocably guarantee in favor of our client..... waiving the right of discussion And division, for the good performance of our client.....in the implementation of the contract dated..... For the purchase of the ...Project name title...by PCTS.A. on..... 2021. Our guarantee is limited to the amount of .....Euros and is provided exclusively for the good Performance of our client ..... in connection with his contractual obligations undertaken in His contract with PCT dated.....The amount of the guarantee will be paid directly to you Within 7 days following your request addressed to us in writing and without examining the validity of the reasons of the recall of the guarantee. The present guarantee remains valid until .....unless the present document is returned to us before this date.

The Issuing Bank  
.....”

## **ANNEX A**

### **LIQUID WASTE HANDLING SERVICES**

#### **Technical Specifications**

##### **A. A. Scope of Works**

Select an exclusive service contractor for the management and handling of ship-generated waste, as per Annex I, II & IV of I.C. Marpol 73/78, produced by all ships calling at PCT container terminals.

The work will include the exclusive provision of integrated port reception facilities for liquid waste, as per Annex I, II & IV of I.C. Marpol 73/78, including the collection, transportation, recovery and disposal of the liquid ship – generated waste, from all the ships that approach the area of responsibility of PCTS.A., inclusively hereinafter called the “Service”.

The waste that the contractor may receive from the ships are separated, by category according to I.C. MARPOL 73/78 (Annex I, II & IV), as below:

##### ANNEX I (Oily waste)

- Oily bilge water (ANNEX I)
- Oily residues – sludge (ANNEX I)
- Oily tank washings (ANNEX I)
- Dirty ballast water (ANNEX I)
- Scale & sludge from tank cleaning (ANNEX I)
- Waste lubricants oils (ANNEX I)

##### ANNEX II (Noxious liquid substances in bulk)

##### ANNEX IV (Sewage)

- Black water (ANNEX IV)
- Grey water (ANNEX IV)

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

##### **B. Terms & Conditions**

1. The offer must comply with all Greek, European and International regulations for the management of ship-generated hazardous and non-hazardous waste.
2. The contractor shall be obliged, if so requested by PCT, to submit a new Waste Reception and Handling Plan for the PCT's area of responsibility, latest within 2 months, after the contract's award.
3. All participating companies are obliged to present to PCT all licenses and permits required by the relevant Greek legislation.
4. All participating companies must declare that in case PCT assigns a contract to them, they will have an insurance contract for General Civil Liability towards Third parties, for the entire duration of the contract plus 3 additional months after the contract's termination date. The insurance contract must be with a well-established insurance company and its terms must be approved by PCT SA.
5. Subcontracting is prohibited as well as assigning the contract to any third party without PCT's approval.
6. The Bidder is obliged to receive the waste, by its own equipment, means and care, at any time of the day or night, whenever there is such a request by a ship, and regardless of the quantity of the waste and the oil content in residues so as not to cause any delay to the ships.
7. The services must be provided any day of the week, including weekend days and holidays. The service must be provided for all ships, regardless of their flag, type and size.
8. The Bidder must comply with all safety and hygiene standards and measurements provided for its personnel by the Greek and European laws.
9. The Bidder is liable against all third-party entities, for any accident or damage to people, equipment or objects, which may occur during the execution of services and/or because of these services.
10. The Bidder is liable for any marine pollution incident that may occur due to its negligence.
11. The Bidder is obliged to fulfill all requirements of the labor law for its employees, as well as to ensure that all its equipment, such as vehicles, machinery, vessels, tools, etc., have proper insurance cover according to the applicable regulations.
12. The Bidder is obliged to maintain a daily detailed report with all the working staff, including the Health & Safety Officer and/or the Occupational Physician. Also, the Bidder must assign a person as the contact person for any matters relating to staff safety and hygiene.
13. The Bidder is obliged to submit on a monthly basis, and at any time upon a request from PCT, a detailed report of the delivered quantities for each waste category per vessel.

## **Participation Documents**

### **C. Compulsory equipment & means**

**All Bidders are required to dispose the minimum number of technical means, of a total minimum capacity as indicatively specified below, so that no undue delay is caused in the**

**collection of waste from ships. For this reason, Bidders must submit the following:**

1. Bidder's license for the collection & transportation of hazardous waste.
2. Bidder's license for the collection & transportation of lubricant waste oils.
3. Bidder's registration certificate, as collector and transporter, in the Greek Electronic Waste Registry.
4. License for the collection & transportation of oily waste, Certificate of nationality, Certificate of class and Certificate of insurance cover for pollution liability for two (2) oil tankers or self-propelled or tugged barges, to be used exclusively for the collection of ship-generated oily waste, with a minimum tank capacity of 500 m<sup>3</sup> each.

All provided equipment must be readily available to the contractor and continuously at the disposal of PCT, during this contract. Equipment and collection means must be privately owned by the contractor or at its exclusive use for the total duration of this contract.

5. License for the collection & transportation of oily waste, vehicle registration license, ADR certificate of approval for vehicles and certificate of insurance for five (5) tank trucks, with a minimum tank capacity of 18 m<sup>3</sup> each, to be used exclusively for the collection & transportation of ship-generated oily waste.

All provided equipment must be readily available to the contractor and continuously at the disposal of PCT, during this contract. Equipment and collection means must be privately owned by the contractor or at its exclusive use for the total duration of this contract

6. License for the collection & transportation of oily waste, vehicle registration license, ADR certificate of approval for vehicles and certificate of insurance for one (1) tank truck, with a minimum tank capacity of 18 m<sup>3</sup>, to be used exclusively for the collection & transportation of ship-generated lubricant waste oils.

All provided equipment must be readily available to the contractor and continuously at the disposal of PCT, during this contract. Equipment and collection means must be privately owned by the contractor or at its exclusive use for the total duration of this contract

7. Vehicle registration license, ADR certificate of approval for vehicles and certificate of insurance for one (1) tank truck, to be used exclusively for the collection & transportation of liquid hazardous wastes as per Annex II of I.C. Marpol 73/78.

All provided equipment must be readily available to the contractor and continuously at the disposal of PCT, during this contract. Equipment and collection means must be privately owned by the contractor or at its exclusive use for the total duration of this contract

8. Vehicle registration license and certificate of insurance for two (2) tank trucks, with a minimum tank capacity of 18 m<sup>3</sup> each, to be used exclusively for the collection & transportation of ship-generated sewage wastewaters.

All provided equipment must be readily available to the contractor and continuously at the disposal of PCT, during this contract. Equipment and collection means must be privately owned by the contractor or at its exclusive use for the total duration of this contract.

**9.** Vehicle registration license, certificate of insurance and lifting capacity inspection certificate for one (1) truck loaded crane or truck-mounted crane, to be used for the transportation of auxiliary equipment.

All provided equipment must be readily available to the contractor and continuously at the disposal of PCT, during this contract. Equipment and collection means must be privately owned by the contractor or at its exclusive use for the total duration of this contract

**10.** Environmental permit, Operation license, Custom permit, Company's registration certificate, as treatment unit, in the Greek Electronic Waste Registry of an oily waste recovery facility, with minimum tank storage capacity of 20.000 MT and minimum reception & treatment rate of 250 m3 per day, located in Attica region.

The facility should operate under the Best Available Techniques, and in conformity with European and Greek legislative framework for Green Procurement Criteria, ensure that only energy produced from environmentally friendly sources is consumed during its operating process - renewable energy sources, or electricity directly from the grid, or natural gas or LPG – for the total duration of the contract; accordingly the Bidder must submit certification, contracts and documents proving the above. Also, the Bidder must submit a Declaration by the legal representative of the plant stating that for the total duration of the contract the plant will operate on energy from environmentally friendly sources only.

If the facility doesn't belong to the Bidder, it must submit a contract with the owner of the facility, agreeing to the reception of the oily waste by the facility for the total duration of the contract.

**11.** Contract with an authorized system for the regeneration of collected lubricant waste oils.

**12.** Contract with a licensed plant for the treatment and final disposal of liquid hazardous wastes as per Annex II of I.C. Marpol 73/78.

**13.** Certificate of quality management system as per ISO 9001:2015 or equivalent, indicating the specific subject of services (Port Reception Facilities Services for ship generated waste).

**14.** Certificate of environmental management system as per ISO 14001:2015 or equivalent or EMAS, indicating the specific subject of services (Port Reception Facilities Services for ship generated waste).

**15.** Certificate of occupational health & safety assurance system as per ISO 45001:2018, indicating the specific subject of services (Port Reception Facilities Services for ship generated waste).

**16.** Certificate for the arrangement and management of Port Waste Reception Facilities as per ISO 16304:2013.

**17.** An organization chart as well as CV's of the below scientific personnel:

- a) One (1) Chemical Engineer or Environmental Engineer or Chemical.
- b) Two (2) coordinators of operation
- c) Two (2) operators
- d) One (1) Safety Technician
- e) One (1) Safety Advisor for the Transport of Dangerous Goods by road

The above a), b) and c) personnel must be experienced and possess the expertise and know-how for this service (at least 2 years for each one) in port reception facilities. Certified documents by the insurance public company must be submitted proving the required experience. During the performance of the Contract these personnel may be replaced only by equally qualified personnel approved by PCT S.A. In relation to Consultants under d) and e) the Bidder must provide the notification to the competent department of the Labor Auditors Agency and the respective certificate of professional qualification.

The Bidder must also be able to provide supporting personnel such as:

- Crew of the vessels
- Vehicle drivers
- Administrative personnel

Furthermore, the Bidder should ensure that the necessary supporting personnel be available throughout the term of the Contract for the effective execution of the project. Technical report describing the operations involved will be submitted, that will also detail the role of the scientific and coordination personnel to be engaged in the execution of the project, specifying their number, role and qualification to this effect.

**18.** Insurance contract for pollution liability for the collection & transportation of dangerous waste, with minimum limit of cover 750.000 € euro per claim.

**19.** Declaration that the Bidder shall arrange an insurance contract for public liability, with PCT SA as additional insured party covered also by the insurance policy in respect of any liability attributed to them for personal injury or material damage to third parties caused by an act or omission of the main party insured. It should be clarified that PCT's staff will be considered as third party.

It should be also stated that the insurance company is obliged to take over any action brought against PCT or their staff, regarding bodily injury or material damage of a third party, provided that the bodily injury material damage is caused by the main insured and is covered by the insurance policy and that the insurer will pay any amount of awarded compensation, covered under the general and other special conditions of the insurance policy, related to the civil liability within the amounts mentioned in each case as maximum liability limits of the insurers.

The limits of liability must be at least as follows:

Public liability

€300.000 bodily injury/death per occurrence

€750.000 material damage per occurrence

€1.500.000 aggregate limit

Employer's liability

€300.000 bodily injury/death per person

€600.000 bodily injury/death per group accident

€600.000 aggregate limit

**20.** Declaration that the Bidder accepts the responsibility to submit any requested document.

**21.** Declaration that the Bidder will always comply with the terms of any new Waste Reception and

Handling Plan, as it may be amended in the future according to new regulations and laws, during the contract.

**22.** A Technical Study that will contain at least the follow:

- a) the methods that will be used for the collection, transportation, treatment and final disposal of the waste.
- b) Detailed chart with all the methods and actions, including collection - transportation – treatment – final disposal of the waste, from the time of notification for action until the final disposal of the waste. This chart must include all the technical characteristics and capabilities of the means, used by the Bidder, per phase of action. More specifically, the collection of the waste will be made according to the needs and the requirements of the ships, as long as the circumstances and the safety conditions allow that, either by the sea or by the land.
- c) Details about the collection and disposal of any recyclable waste.
- d) Details about the collection and disposal of any hazardous liquid waste.
- e) Details about the collection and disposal of any non-hazardous liquid waste.
- f) Details about all the procedures of collection, transportation, disposal of any liquid waste.
- g) Technical report about the personnel.
- h) Technical report regarding the maintenance of collections means and equipment
- i) A contingency plan that will comply with the applicable laws and required standards and will at least include a table with the emergency staff, the respective responsibilities of each person, the type of required antipollution equipment, and an emergency plan in any case of pollution.

#### **D. Port reception facilities office**

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

#### **E. Process control check**

PCT S.A. is entitled to perform any check, in order to control:

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

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

PCT's checking and control does not exempt the contractor of its responsibility to abide by the rules and clauses provided by the government authorities. Moreover, the contractor is obliged to

provide to the responsible controlling authorities (at its own means, responsibility and expenses) all the necessary information that is required by the Greek and European authorities and the laws in relation to the protection of the environment.

**ANNEX B**  
**FINANCIAL OFFER**

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

Company name	Percentage offered (%)

Terms and conditions

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

Signed.....

Name.....

Position.....

Authorized by law to sign on behalf of the Participant:

..... (Company name)

Address.....

Date.....

## **FEES & RATES FOR THE PROVISION OF LIQUID WASTE RECEPTION FACILITIES**

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

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

### **1. SHIPS ENGAGED IN UNSCHEDULED ROUTES.**

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

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

15% of the initial fee shall be deducted by PCT in order to cover the administrative cost of PCT and the liquid waste reception and handling services Provider, incurred by the waste reception facility services from this procedure;

an additional 5% of the initial fee shall be deducted and applied exclusively towards PCT S.A. that performs the development-operation and maintenance of a waste collection and management software application.

This percentage shall be remitted to PCT S.A. that has undertaken the responsibility of the project for the development and operation of the said application as it is described in paragraph 9.

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

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

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

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

Based on this Certificate, the Service Provider shall bill the ship for the services provided to her, according to paragraph 6.A herein (i.e. depending on the type and the quantity of wastes). These invoices will be paid directly to the Service Provider.

The refund payment to PCT from the Service Provider's billing from liquid waste handling services

will be as it is described in paragraph 8.C herein.

The procedure described in paragraph 1.a, regarding the return of the advance fee, is applied in the case of discharge of residues according to ANNEX I of the MARPOL 73/78, apart from the waste lubricant oils that will be collected by the contractor at no cost as it is described in paragraph 6.A herein.

This means that if the ships discharge only waste lubricant oils, no return of the advance fee is going to be made.

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

## **2. SHIPS ENGAGED IN SCHEDULED ROUTES.**

Ships engaged in scheduled routes will pay reciprocatively fees for the use of the reception facilities, for specific quantities of wastes and frequency of use of the facilities concerned.

Such fees shall be paid directly to PCT's port reception facilities office.

These fees shall be distributed between PCT and the liquid waste reception and handling services Provider as it is described in paragraph 8.B herein.

Further to the said quantities and frequency of use (fee in consideration for the specified use), for any additional collection services, ships will be charged according to paragraph 6.B, based on the Certificate of Liquid Waste Delivery that will have been given to the ship from the Service Provider.

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

## **3. FEES FOR THE USE OF WASTE RECEPTION FACILITIES.** **FEES FOR LIQUID RESIDUES FOR SHIPS ENGAGED IN UNSCHEDULED ROUTES.**

Every ship that sails into PCT's port zone (Cargo ships, container ships, tankers, passenger ships, cruise ships, ships undergoing repair, tugs e.t.) shall pay a liquid waste management fee. Such fee is calculated using the formula:

$$F = \sigma T x \sigma M$$

where:

$$F = \text{fee}$$

$\sigma_T$  = constant factor for liquid waste management = 200

$\sigma_M$  = ship size (GRT) dependent factor

Factor  $\sigma_M$  is given in the following table:

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

Therefore:

$$\text{Fee} = 200 \times \sigma_M$$

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

SHIP SIZE	PRODUCT	FEE, €
Ships up to 1.000 GRT	200x1	200
Ships from 1.001 to 5.000 GRT	200x2	400
Ships from 5.001 to 10.000 GRT	200x3	600
Ships from 10.001 to 25.000 GRT	200x5	1000
Ships from 25.001 to 50.000 GRT	200x8	1600
Ships larger than 50.000 GRT	200x10	2000

#### **4. FIXED RECIPROCATIVE FEES FOR THE USE OF THE FACILITIES**

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

#### **FIXED RECIPROCATIVE FEES FOR THE DELIVERY OF LIQUID RESIDUES BY SHIPS ENGAGED IN SCHEDULED ROUTES.**

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

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

Daily fixed fee with respect to reception facilities for liquid oil residues

**Three euro and fifty cents (3,50) €/ day**

This fee covers one delivery of wastes in the same calendar two- month period for a quantity of

up to 15m<sup>3</sup> and a total engagement of a truck up to two (2) hours for each ship each time. If the said truck engagement time is exceeded or the delivery takes place out of working hours or days or the ship concerned needs to make more than one deliveries of wastes in the same calendar two- month period, there shall be an additional charge as per paragraph 6.B.

**b. Tug boats**

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

Daily fixed fee with respect to reception facilities for liquid oil residues

**Three euro and thirty cents (3,30) € / day**

This fee covers one delivery of wastes in the same calendar two-month period for a quantity of up to 15m<sup>3</sup> and for a total engagement time of a truck up to two (2) hours, for each ship each time. If the said truck engagement time or the said quantity is exceeded or the delivery takes place out of working hours or days or the ship concerned needs to make more than one deliveries of wastes in the same calendar two- month period, there shall be an additional charge as per paragraph 6.B.

**REMARKS**

The above stated daily reciprocative fees will be calculated on all calendar days of the month (30 days), regardless of the number of arrivals they make at PCT's port zone, during the period that voyages are made. (Staying a few hours a day is charged as a whole day)

During periods of time that are not considered navigable they do not pay fees.

b) If a ship falling under the said fee scheme is withdrawn from voyages, for any reason whatsoever, and has delivered or intends to deliver her liquid residues, without having paid all fees corresponding to her for the specific time period, she shall also be billed with the balance of the fees that would be due, had the ship continued her voyages.

c) Custom procedures for the delivery of liquid residues

For every liquid waste delivery, custom procedures are required, which will be carried out with the Service provider care and at the expense of the serviced ship. The cost of these custom procedures is today ninety euros (90,00€) and will be included in the invoice issued by the Service provider to the serviced ship.

**5. EXEMPTIONS**

Exemptions from the above charging schemes are allowed as provided for in the waste reception and handling plan, pursuant to the specified procedure.

**6. RATES FOR LIQUID WASTE RECEPTION SERVICES**

**A. SHIPS ENGAGED IN UNSCHEDULED ROUTES**

**a. (ANNEX I of the MARPOL 73/78)**

**a.1 Delivery by tanker, alongside the serviced ship.**

**a.1.1 For cargo and passenger ships**

Fixed price for 3hrs of services and for quantity up to 200MT:	640,32€
Above the 3hrs of services, each additional hour:	288,14€/h
Over the 200MT, each additional MT:	1,60€/MT

**a.1.2. For tankers**

Fixed price for 3hrs of services and for quantity up to 400MT:	853,76€
Above the 3hrs of services, each additional hour:	288,14€/h
Over the 400 MT, each additional MT :	1,92€/MT

**a. 2 Delivery by truck.**

Fixed price for 2hrs of services and for quantity up to 15 MT:	288,14€
Above the 2hrs of services, each additional hour:	58,69€/h
Over the 15 MT, each additional MT:	21,34€/MT

**b. Delivery of waste lubricant oils by truck.**

The waste lubricant oils will be delivered by the Service Provider **at no cost**.

The Service provider will dispose the waste lubricant oils to an appropriate receiving entity and pay back to PCT, the respective percentage % according to the Service Provider's financial offer, of the total refund amount that the Service Provider will receive from the disposal of such waste lubricant oils. For the scope of this service, as waste lubricant oils are considered the used lubricant oils without impurities (fuel and/or water) in quantities more than 4%, otherwise they will be considered as normal oily residues and they will be charged accordingly.

**c. Delivery of sewage by truck (ANNEX IV of MERPOL 73/78).**

Fixed price for 2hrs of services and for quantity up to 15 MT:	373,52 €
Above the 2hrs of services, each additional hour :	106,72 €/h
Over the 15 MT, each additional MT:	32,01 €/MT

**d. Noxious liquid residues (according to ANNEX II of MARPOL 73/78)**

The price for the collection will be set after the mutual agreement between the ships and the Service provider after the identification of the residues.

**e. Delivery by the contractor's means:**

All the above deliveries will be conducted by pumping equipment of the serviced ship using International Standard Connection. In case of pumping incapability of the serviced ship, the Service provider will be obliged to provide its own pumping means with additional charge.

- **Air pump (by the contractor) and air provision by the serviced ship, of pumping ability up to 20m<sup>3</sup>/h.**

Fixed price for 3 hours of use:	533,60 €
Above the 3 hours of use, each additional hour:	160,08 €/hr
  
- **Diesel-powered pump of pumping ability up to 20m<sup>3</sup>/h.**

Fixed price for 3 hours of use:	747,04 €
Above the 3 hours of use, each additional hour:	213,44 €/hr
  
- **Special hydraulic pump MARFLEX for pumping large quantities or products of high viscosity, with pumping ability up to 100m<sup>3</sup>/h .**

Fixed price for 4 hours of use :	4.268,80 €
Above the 4 hours of use, each additional hour:	640,32 €/hr

However, the final cost of the provided services is always dependent on a series of objective factors such as viscosity, distance and depth of the suction point of the delivered product, accessibility to the tanks and others.

Therefore a pre-arrangement between the Service provider and the representative of the serviced ship will be essential.

#### **f. Surcharges - Remarks**

**f.1.** All the above will be valid for services during working days and hours (Monday – Friday, 07.00-15.00 hrs).

For services other than working hours, there will be a surplus of 40%.

For services on holidays and weekends, there will be a surplus of 60%.

**f.2.** If the ships that sail into PCT's port zone wish to discharge their residues in the anchorage (on their way into or out of PCT's port zone), a surcharge of 40% will be applied on paragraph a.1.

**f.3.** Duration of the delivery. The delivery commences when the collecting mean arrives at the position of the serviced ship and is completed on the departure of the collecting mean from the serviced ship.

**f.4.** In case that a ship requests to discharge her liquid residues and this delivery will be cancelled due to the ship's to be serviced responsibility, this mobilization will be billed by the contractor as a normal delivery according to the above rates.

**f.5.** If a ship wishes to discharge her residues, the representative of the ship must send to the

liquid waste reception and handling services Provider the Request for Disposal during working days and hours and at least 24 hours prior to the delivery. The Request for Disposal shall be accompanied with the Certificate of the settlement of payment of the relevant fees.

**f.6. Custom procedures for the delivery of liquid residues**

For every liquid waste delivery, custom procedures are required, which will be carried out with the Service provider care and at the expense of the serviced ship. The cost of these custom procedures is today ninety euros (90,00€) and will be included in the invoice issued by the Service provider to the serviced ship.

**B. SHIPS ENGAGED IN UNSCHEDULED ROUTES**

**a. (ANNEX I of the MARPOL 73/78)**

**a.1 Delivery by tanker, alongside the serviced ship.**

Fixed price for 3hrs of services and for quantity up to 200MT:	586,96€
Above the 3hrs of services, each additional hour:	266,80€/h
Over the 200MT, each additional MT:	1,38€/MT

**a.2 Delivery by truck.**

Fixed price for 2hrs of services and for quantity up to 15 MT:	266,80€
Above the 2hrs of services, each additional hour:	58,69€/h
Over the 15 MT, each additional MT:	21,34€/MT

**b. Delivery of waste lubricant oils by truck.**

The waste lubricant oils will be delivered by the Service Provider **at no cost**.

For the scope of this service, as waste lubricant oils are considered the used lubricant oils without impurities (fuel and/or water) in quantities more than 4%, otherwise they will be considered as normal oily residues and they will be charged accordingly.

**c. Delivery of sewage by truck (ANNEX IV of MERPOL 73/78).**

Fixed price for 2hrs of services and for quantity up to 15 MT:	373,52 €
Above the 2hrs of services, each additional hour :	106,72 €/h
Over the 15 MT, each additional MT:	32,01 €/MT

**d. Noxious liquid residues (according to ANNEX II of MARPOL 73/78)**

The price for the collection will be set after the mutual agreement between the ships and the Service provider after the identification of the residues.

**e. Delivery by the contractor's means:**

All the above deliveries will be conducted by pumping equipment of the serviced ship using International Standard Connection. In case of pumping incapability of the serviced ship, the Service provider will be obliged to provide its own pumping means with additional charge.

- **Air pump (by the contractor) and air provision by the serviced ship, of pumping ability up to 20m<sup>3</sup>/h.**

Fixed price for 3 hours of use:	533,60 €
Above the 3 hours of use, each additional hour:	160,08 €/hr

- **Diesel-powered pump of pumping ability up to 20m<sup>3</sup>/h.**

Fixed price for 3 hours of use:	747,04 €
Above the 3 hours of use, each additional hour:	213,44 €/hr

- **Special hydraulic pump MARFLEX for pumping large quantities or products of high viscosity, with pumping ability up to 100m<sup>3</sup>/h .**

Fixed price for 4 hours of use :	4.268,80 €
Above the 4 hours of use, each additional hour:	640,32 €/hr

However, the final cost of the provided services is always dependent on a series of objective factors such as viscosity, distance and depth of the suction point of the delivered product, accessibility to the tanks and others.

Therefore a pre-arrangement between the Service provider and the representative of the serviced ship will be essential.

**f. Surcharges - Remarks**

**f.1.** All the above will be valid for services during working days and hours (Monday – Friday, 07.00-15.00 hrs).

For services other than working hours, there will be a surplus of 40%.

For services on holidays and weekends, there will be a surplus of 60%.

**f.2.** If the ships that sail into PCT’s port zone wish to discharge their residues in the anchorage (on their way into or out of PCT’s port zone), a surcharge of 40% will be applied on paragraph a.1.

**f.3.** Duration of the delivery. The delivery commences when the collecting mean arrives at the position of the serviced ship and is completed on the departure of the collecting mean from the serviced ship.

**f.4.** In case that a ship requests to discharge her liquid residues and this delivery will be cancelled due to the ship’s to be serviced responsibility, this mobilization will be billed by the contractor as a normal delivery according to the above rates.

**f.5.** If a ship wishes to discharge her residues, the representative of the ship must send to the liquid waste reception and handling services Provider the Request for Disposal during working days and hours and at least 24 hours prior to the delivery. The Request for Disposal shall be accompanied with the Certificate of the settlement of payment of the relevant fees.

**f.6.** Custom procedures for the delivery of liquid residues

For every liquid waste delivery, custom procedures are required, which will be carried out with the Service provider care and at the expense of the serviced ship. The cost of these custom procedures is today ninety euros (90,00€) and will be included in the invoice issued by the Service provider to the serviced ship.

## **7. PRICING READJUSTMENT**

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

Any readjustment will be decided between PCT and the liquid waste reception and handling services Provider, with mutual agreement in writing, which will be signed between them at beginning of each contract year.

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

## **8. REFUND PAYMENTS TO PCT BASED ON THE INVOICES ISSUED**

**REGARDING THE SERVICES OFFERED BY THE LIQUID WASTE RECEPTION AND HANDLING SERVICES PROVIDER.**

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

The total amount resulting from the withholding of 15% as per paragraph 1.a, after deducting 5% (that will be assigned to PCT SA) for the development and operation of the data processing application, will be allocated between PCT and the liquid waste reception and handling services Provider by 50% to each party.

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

The clearance of the above collected fees will be made at the end of the month and the liquid waste reception and handling services Provider will issue the invoice regarding the above

percentages from the fees concerning the liquid wastes, which will be charged with the applicable VAT rate.

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

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

The total amount from the reciprocative fees that will be collected by PCT as described in paragraphs 2 and 4, will be allocated between PCT and the liquid waste reception and handling services Provider in percentages as will be formed after the relevant bidding, not less than 22% in favor of PCT. The clearance of the above collected fees will be made at the end of the month and the liquid waste reception and handling services Provider will issue the invoice regarding the above percentage from the fees concerning the liquid wastes, which will be charged with the applicable VAT rate.

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

**C. BASED ON THE INVOICES ISSUED REGARDING THE SERVICES OFFERED BY THE LIQUID WASTE RECEPTION AND HANDLING SERVICES PROVIDER.**

The ships with unscheduled routes that discharge their residues will be charged with the rates as these are described in paragraph 6.A herein.

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

The liquid waste reception and handling services Provider will pay to PCT the respective percentage % according to his financial offer on the total amount of the invoices issued in the month excluding the cost of the custom procedures, by issued from PCT the relevant invoice which will be charged with the applicable VAT rate.

The above payment to PCT will be made within one (1) month from the issue date of PCT's relevant invoice.

The ships with scheduled routes that pay reciprocative fees may need extra services, apart from these defined in their categories and therefore they will be billed from the liquid waste reception and handling services Provider for the relevant services with the rates as these described in paragraph 6.B herein.

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

The liquid waste reception and handling services Provider will pay to PCT the respective percentage % according to his financial offer on the total amount of the invoices issued in the month excluding the cost of the custom procedures, by issued from PCT the relevant invoice which will be charged with the applicable VAT rate.

In case of bad debts from the invoiced ships, the relevant percentage that will have been rendered to PCT from the liquid waste reception and handling services Provider will be refunded to the Service Provider at the end of the year.

## **9. GENERAL**

### **SOFTWARE APPLICATION**

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

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

The liquid waste reception and handling services Provider will organize the formalities and procedures regarding the applied fees through their staff that will be inside the office provided by PCT in the container terminal. The above-mentioned staff will operate and have access to the above-mentioned software application for the entire duration of the contract.

## ANNEX C

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