



**PCT SINGLE MEMBER S.A.**

**INVITATION FOR EXPRESSION OF INTEREST**

**FOR SELECTION OF CONTRACTOR FOR CONSTRUCTION OF  
THE PROJECT**

**“Upgrade of the Eastern Section of Pier II”**

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

**invites**

interested Enterprises to participate in the tender procedure to  
appoint a contractor for the construction project:

**“Upgrade of the Eastern Section of Pier II”**

**PIRAEUS**

**23/03/2021**

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## CHAPTER I

**Article 1: Definitions**

- 1.1 **“Contractor”** means the contracting enterprise or consortium or Joint Venture of contracting enterprises to be selected by PCT SINGLE MEMBER S.A. in order to execute the Project and which will enter into a relevant contract with PCT SINGLE MEMBER S.A.
- 1.2 **“Eligible Institution”** is (a) a bank or other credit institution that operates legally in any Member State of the European Union (EU), is directly supervised by the European Central Bank as a significant supervised entity or significant supervised group - in the sense of points (16) and (22) of Article 2 of Regulation 468/2014 of the European Central Bank of 16 April 2014 (ECB/2014/17) - and is included in the list of significant supervised entities or groups issued by virtue of Article 49 par. 1 of this Regulation, (b) any bank or other financial institution legally operating in any Member State of the European Union (EU) or the European Economic Area (EEA) or the World Trade Organisation (WTO) with a credit rating for long-term financing equal to A (or equivalent) by the Standard & Poor's Corporation, or by Moody's Investors Services, Inc., or by Fitch Ratings.
- 1.3 **“Decision-maker”** means the competent body of PCT SINGLE MEMBER S.A. from time to time.
- 1.4 **“Competent Construction Department”** means the Infrastructure and Facility Department of PCT SINGLE MEMBER S.A. (assisted by its Technical Advisors).
- 1.5 **“Tender Procedure”** means this tender procedure, which will be carried out in a single phase.
- 1.6 **“Candidate” or “Tenderer” or “Offeror”** means the Contracting Enterprise or Consortium or Joint Venture of Contracting Enterprises which participates in the Tender Procedure and submits an offer.
- 1.7 **“Project Manager and Designer” or “PMD”** means the technical advisor of PCT SINGLE MEMBER S.A., to whom PCT SINGLE MEMBER S.A. has assigned the task of (a) preparing the Project technical studies and (b) Project

management of the construction works including the supervision of works and ensuring the accurate implementation of the design, in accordance with the terms of the relevant service agreement entered into between them.

- 1.8 **“Performance Bond”**: has the meaning attributed to it in Article 14 hereof.
- 1.9 **“Project Operating and Maintenance Bond”** means the letter of guarantee described in Article 14.9 hereof.
- 1.10 **“Advance Payment Bond”** means the letter of guarantee described in Article 14.7 hereof.
- 1.11 **“Participation Bond”** has the meaning attributed to it in Article 14 hereof.
- 1.12 **“Interested party”** means the Enterprise or Joint Venture or Consortium of Contracting Enterprises which intends to participate in this Tender Procedure.
- 1.13 **“Project”** means the technical project described in detail herein and specified in the other Tender Documents.
- 1.14 **“Project Owner”** means the company with the corporate name Piraeus Port Authority S.A. (“PPA S.A.”)
- 1.15 **“Employer”** means the company with the corporate name Piraeus Container Terminal Single Member S.A. (“PCT SINGLE MEMBER S.A.”)
- 1.16 **“Tender Evaluation Committee” or “Committee”** means the Tender Evaluation Committee of PCT SINGLE MEMBER S.A.
- 1.17 **“Invitation for expression of interest”** means this invitation for expression of interest.
- 1.18 **“Tender Submission Date”** means the last date specified in Article 2.2 hereof.
- 1.19 **“Tender budget” or “Budget”** means the total amount stated in the Project Budget (VAT excl.) (para. 4.2.vi hereof).
- 1.20 **“Contract”** means the Project Construction Agreement to be entered into with the Contractor.
- 1.21 **“Concession Agreement”** means the Concession Agreement dated 25 November 2008 in relation to the port facilities at piers II and III of the Piraeus Port container terminal entered into between PPA S.A., Piraeus Container Terminal Single Member S.A. and COSCO SHIPPING Ports Limited (formerly named “COSCO Pacific Limited”), which was ratified by Law 3755/2009, as amended and in force.

- 1.22 **“Tender documents”** means this invitation for expression of interest and the documents referred to in Article 4.2, which will be provided to the Candidates in accordance with Article 3.2.
- 1.23 **“Technical Advisors”** means the PMD as defined above.
- 1.24 **“Participation Folder”** means the Tenderers’ tender folder with the content described in Article 7 hereof.

**Article 2: Provision of clarifications / deadline for submitting expression of interest**

- 2.1 The Interested Parties can submit any questions / clarifications concerning the Invitation for Expression of Interest to the following email address: «Konstantinos.Ampelidis@pct.com.gr». If additional information, clarifications etc. are requested in good time and by no later than 8 working days before the Tender Submission Date, these shall be provided by PCT SINGLE MEMBER S.A. by no later than 6 working days before the Tender Submission Date. If it is not possible for clarifications to be provided in good time, Employer shall extend the Tender Submission Date by a reasonable time period. In any event, the Employer may, but is not required to, extend the Tender Submission Date in case:
- a) a request for a clarification has been submitted, which in the Employer’s sole discretion, is important for the preparation of the Participation Folder; or
  - b) in the Employer’s sole discretion, this constitutes a reasoned request submitted by one or more Candidates.
- 2.2 The Offers must be submitted no later than **April 16<sup>th</sup> 2021**. The competent employee to provide further information in relation to the submission process is Mr. Konstantinos Ampelidis. Interested parties should send an email to Mr. Ampelidis at «Konstantinos.Ampelidis@pct.com.gr» in order to receive thorough guidelines to access the PCT corporate FTP platform for the submission of their offers.
- 2.3 Any Participation Folder submitted after the date and time specified in Article 2.2 above, shall not be accepted. Any delay due to chance events or force majeure events shall not be considered to be a justified reason for the delay in receiving the Participation Folder.

- 2.4 The Interested Parties may not rely on oral responses, clarifications or arrangements made orally with the Employer, its employees, executives or Technical Advisors and any such reliance during the Tender Procedure shall be rejected and not taken into account.

### **Article 3: Tender Procedure**

3.1 The Tender Procedure will be conducted in one stage.

3.2 The Interested Parties will receive:

- i. The Special Conditions of Contract.
- ii. The Technical Specifications.
- iii. The Project Technical Description.
- iv. The Design Price List- Detailed Description of Items.
- v. The Project Tender Budget.
- vi. The Financial Tender Form.
- vii. The approved, by the Employer, designs prepared by the Project Manager and Designer (PMD).

following a written request submitted within 15 days from the date on which this document was published, which must be accompanied by a solemn declaration of confidentiality (NDA) duly signed by the Interested Parties and drafted in accordance with Annex V attached hereto.

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

The file submitted for the bid shall clearly indicate:

- The word "OFFER- Upgrade of the Eastern Section of Pier II" respectively
- The Participant's details.

The OFFER File contains individual encrypted/password locked zip files with different passwords: the subfolder of the "Supporting Document" and the

subfolder of the “Financial Proposal”. Each of the two subfolders must bear the title respectively: “SUPPORTING DOCUMENTS”, ‘FINANCIAL PROPOSAL’.

After the deadline is reached, PCT (through Mr. Ampelidis Konstantinos) will initially receive just one (1) password from each of the participants. The password will be **ONLY** for the “Supporting Documents” encrypted folder. **No other password will be submitted at this point.** After Participants are qualified from this stage, they will be notified to submit the 2<sup>nd</sup> password for the “Financial Proposal”. After each stage, the Committee will prepare and submit for approval to the competent Management body the minutes regarding the evaluation of the documents.

- 3.3 The Candidate who is first in the ranking shall from that moment become Interim Contractor until the contract is signed and the procedures specified in Article 19 are completed, at which time he will become Project Contractor.
- 3.4 The Employer reserves the right to negotiate with the Interim Contractor. During the negotiation process, PCT SINGLE MEMBER S.A. may request that the Interim Contractor submit an improved offer by email within 3 working days, without amending any of the technical / quality specifications of its tender already submitted.
- 3.5 The Employer’s decisions shall be final and no objection submitted against them shall be taken into account by the Employer. The award decision will be sent to the selected Contractor using any appropriate means.

#### **Article 4: Tender documents**

- 4.1 The Tender Procedure shall be conducted in accordance with:
- i. Law 3755/2009 on “Ratification of the concession agreement for port facilities at piers II and III of the container terminal of the company Piraeus Port Authority S.A. (PPA S.A.) and regulation of related matters”.
  - ii. The procedures and terms outlined in the Tender Documents.

4.2 In addition to the above, the Tender Documents and other information on the basis of which the tender procedure is conducted and the Contractor for the project is selected, consist of the documents set out below. Where there are discrepancies between the content of their terms, the order of validity of those documents is as stated below:

- (i) This invitation for expression of interest.
- (ii) The Special Conditions of Contract.
- (iii) The Technical Specifications.
- (iv) The Project Technical Description.
- (v) The Design Price List- Detailed Description of Items.
- (vi) The Project Budget.
- (vii) The Financial Tender Form.
- (viii) The approved designs/studies prepared by the PMD.

4.3 Moreover, the Interested Parties must be aware that in addition to the above documents which have contractual effect, and the contract to be entered into with the Contractor, the following documents also have contractual effect:

- (i) The Eurocodes (EC) on the basis of which the technical studies/designs were prepared (EC1, EC2, EC3, EC7, EC8),
- (ii) The standard technical specifications issued by, Planning and Public works (or the Ministry of Public Works)
- (iii) The Environmental Terms Approval Decision (ΥΠΕΝ/ΔΙΠΑ/94701/5991/11-12-2020)
- (iv) ELOT standards.
- (v) Any other standard, requirement, specification or technical instruction referred to in the Concession Agreement, which the Contractor is obliged to take into account and to follow when carrying out construction work.

#### **Article 5: Tender procedure language**

5.1 The official language of the procedure is English and all information and all documents from the Contractor to the Employer and its Technical Advisors shall be drawn up in English



**Article 6: Taxes, customs duties, etc. - Payment of the Contractor**

- 6.1 All overheads of the Contractor, Contractor benefit (18%)etc. and taxes, customs duties, etc. must be included in the offer he will submit. VAT shall be paid by the Employer.
- 6.2 An advance payment of 5% of the total contractual value (VAT excl.) shall be paid to the Contractor within 30 days from signing of the relevant contract, after the worksite is installed by the Contractor at the project site, provided that the Advance Payment Bond has first been submitted. The advance payment shall be amortised in accordance with the provisions of Article 14.8.
- 6.3 Payments shall be made monthly after detailed quantity surveys are prepared by the project contractor, checked and officially stamped by the Project Manager and Designer and, in all events, after approval is given by the Competent Project Department of PCT SINGLE MEMBER S.A. Payment of the contractual price shall be in Euros.

**Article 7: Contents of Participation Folder**

- 7.1 The tenderers' tender folder shall contain two envelopes:

The Participation Documents Folder which must contain the participation bond referred to in Article 14.4 and the information required by Article 18 hereof

The Financial Tender password encrypted Folder (by filling out the financial tender form) and the financial tender in Excel format.

**The following points should be noted:**

- a. In case of a tendering joint venture, eligible are considered joint ventures between two parties. Joint ventures of more than two parties will be disqualified.
- b. The private agreement signed by the legal representatives of the members in relation to the establishment of the joint venture shall be submitted. The holdings of the members of the joint venture in accordance with the provisions of Article 18.i.C.ii shall also be declared.
- c. All the pages in the original supporting documents folder to be submitted must be clearly and successively numbered (i.e. 1 xxx)

- 7.2 PCT SINGLE MEMBER S.A. reserves the right to request clarifications about the information submitted and that is supplemented and Candidates are obliged to respond to that request within the deadline specified by the Committee.
- 7.3 PCT SINGLE MEMBER S.A. reserves the right to carry out checks, if they so wish, to verify the correctness and the truth of the data submitted and to request the assistance of any competent department.
- 7.4 Any comments, conditions, terms or reservations made in the tender offers shall be considered as reservations on the terms of the Tender and shall lead to disqualification of the Tenderer concerned.

#### **Article 8: Postponement – Cancellation of the Tender Procedure**

- 8.1 The Employer reserves the right to repeat, postpone, cancel, suspend or amend the Tender Procedure, including the right to amend the Tender Submission Date at any time, without any liability to the Interested Parties and/or third parties. No person shall have against the Employer, its employees, executives or Technical Advisors and its agents in general any right or claim for compensation (or in relation to the cost of submitting the Participation Folder) or any other claim for compensation against the Employer arising from its participation in the Tender Procedure on any ground or cause. Exclusion from the Tender Procedure or failure in the Tender Procedure does not give rise to any right to claim compensation from the Employer and/or the above mentioned persons.
- 8.2 PCT SINGLE MEMBER S.A. is not bound to finally award the Contract and is entitled to assign it or not, to postpone, repeat or cancel the procedure to appoint a Contractor in whole or in part at any stage, without any obligation to pay a fee or compensation to the Candidates. If the procedure is postponed, repeated or cancelled at any stage, the Participation Folders which have already been submitted will be deleted following a written notification sent to the Tenderers. The Interested Parties are participating in the Tender Procedure on their own responsibility. Each Interested Party is responsible for the costs and expenses incurred in response to the Invitation for Expression

of Interest and for preparing and submitting the Participation Folder. Neither the Employer nor its employees, executives, advisors or agents in general shall be liable for any costs or expenses incurred or other losses which the Interested Party may incur in relation to the Tender Procedure.

#### **Article 9: Presumption resulting from participation in the Tender Procedure**

- 9.1 Submission of a tender in the Tender Procedure will constitute a presumption that each Candidate has full knowledge of this Invitation and is fully aware of the Project implementation conditions.
- 9.2 Submission of a tender shall entail unreserved acceptance of all the terms hereof and of the Tender Documents and information.
- 9.3 Although the information contained in this invitation for expression of interest has been collated in good faith, no representation of an event, warranty or commitment, whether express or implied, is provided, cannot be deemed to have been provided or will be provided in relation to the accuracy, adequacy or completeness of this document and the information provided to the Interested Parties. The Interested Parties are obliged to acquire full knowledge of all project implementation conditions using their own means, including those specified in this Article, and consequently submission of a tender in the Tender Procedure shall constitute a presumption that:
- (i) They have checked, are aware of and accept all technical and local conditions of the project and in particular of the Piraeus area.
  - (ii) The Interested parties will be invited to visit the project site within the deadline for submitting tenders on the date on which the Employer announces in writing. Irrespective of the above visits, the Tenderer acknowledges that all necessary on-site and independent evaluations of the physical and environmental conditions have been carried out and that it has received its own information about all issues and data which could in any way affect the Tenderer when submitting a financial tender and when implementing the project in accordance with the terms of the contract.

- (iii) They have also examined, know and accept the approved diagrams and drawings of the Project design, and other contracting information included in the Tender Procedure folder, which forms the basis of their tender in accordance with the above (see Article 4.2).
- (iv) They fully and unreservedly warrant the accuracy of the Project budget submitted along with their financial tender and the Contract to be signed, **the Contractor shall expressly waive its right to invoke or request any adjustment in its fee for any reason.**
- (v) Moreover, they unreservedly accept that if chosen as Contractor they will unreservedly undertake to carry out all work and in general to carry out the Project in full compliance with all terms, drawings, designs, etc. and the project implementation schedule outlined in Article 11.1

9.4 Any failure by the Candidate to get informed about all the above issues and requirements using all information sources possible, is at its own exclusive responsibility and shall not release it from any liability and its obligation to comply in full with its contractual obligations if chosen as the Contractor for the Project.

9.5 Candidates may not claim reimbursement for any expenses incurred in preparing and submitting any information required hereunder, their Participation Folders, etc.

## CHAPTER II

### Article 10: Title, Location, Description and Key Features of the Project

#### 10.1 Project Title:

Construction works:

Upgrade of the Eastern Section of Pier II

#### 10.2 Project implementation location:

Pier II, Container Terminal, Neo Ikonio, Perama, Attica

#### 10.3 Brief description and key features of the project:

As is clear from the technical description, this project relates to upgrading the eastern section of the stacking area at Pier II and upgrading infrastructure and E/M facilities.

The scope of works in this project can be divided into three parts, demolition, reconstruction and new installation and rearrangement of QCs and ERTGs.

##### Demolition Project

- Demolition of existing road & yard pavements, underground MEP network, substation 5, assisting facilities and their foundation within the upgrading area of Pier II east.
- Demolition of the SPP land rail installed in the apron of Pier II east.

##### Reconstruction Project

- Improve the ground foundation, and formation to the grading layout
- Construction of approximately 17.3 ha of container yard including heavy duty pavements, container stacking areas, reefer facilities, eRTG runways.
- MV and LV electrical supply and distribution systems including substations, switchgear and the like, and connection of the MV system to existing power supply system.
- Area lighting, CCTV and ICT in the upgrading area.
- Facilities and duct networks for MV, LV, CCTV and fire alarm systems.

- Diesel generator set with all associated systems.
- About 207m extension of SPP land rail on the west quay wall.
- Reconstruction of auxiliary facilities served for QCs' stowage (eg. anchor pin socket) according to the cranes' rearrangement.
- All associated facilities and services including storm water drainage, water supply, firefighting services, markings and signage, etc. in relation to the above.
- Buildings including electrical substation 5.

#### New installation and rearrangement of QCs and ERTGs

- Installation of 3 new PP quay cranes (QC21, QC22, QC23) and demolition of 4 existing PP quay cranes (QC1, QC4, QC5, QC6) for east side quay wall.
- Transferring of SPP cranes (QC19, QC20) from east to west quay wall.
- Transferring of PP cranes (QC7, QC8) from west to east quay wall.
- After rearrangement, total of 9 quay cranes were installed on the east side, with the uniform gauges of 20m, and total of 8 quay cranes were installed on the west side, of which 2 cranes with the gauge of 20m and 6 cranes with the gauge of 30.5m.
- ERTG operation lines will be arranged after upgrading. The existing 16 ERTGs will be equipped for the container block 09 - 16 . Additional 4 new ERTGs will be installed on the container block 17-18.

Notes: The employer will be responsible for the new installation and rearrangement of QCs and ERTGs, but the contractor will be responsible for the works related also to the connection of the cranes to the power supply and should provide necessary assistance and cooperation according to the requirements.

**Article 11:Deadline for Implementing the Project - Breach of Project Implementation Terms - Penalties****11.1 Construction period:**

The construction period should be divided in 2 phases:

1st phase : The SPP land rail extension of 207m at the west side.

This part will also include all the needed electrical works for the power supply of the 2 new QCs and the existing QCs (7,8,19,20) at their new positions after transferring. The installation of the new optical fiber cable for the new QCs should also be included.

Start of works upon contract signing with the contractor.

2nd Phase : The upgrade of Pier II east in 4 stages according to the Section Completion Plan.

Estimated start of works on January 2022.

It should be noted that the Employer has the unilateral right to request the contractor on a reasonable notice to start the second phase earlier or latest March 2022 without the contractor to hold any rights to request for any additional compensation.

It should be stressed out that the project implementation time schedule and the sites to be made available to the contractor for the execution of the works will be directly connected and will depend on the operational planning of PCT SINGLE MEMBER S.A. The contractor is obliged to adjust the work implementation time schedule based on the above, while also ensuring timely completion of the entire project.

11.2 The Employer shall be entitled to terminate the Contract where that deadline expires in accordance with the Special Conditions of Contract and the timetable, and contractual extensions will be not permitted under any circumstances.

11.3 The Interested Parties should be aware as of now that in all cases where deadlines referred to in the contractual timetable for the project are not complied with, a penalty shall be applied to the Contractor payable to PCT SINGLE MEMBER S.A. under the terms of this paragraph, irrespective of any loss suffered by PCT SINGLE MEMBER S.A. due to such delay.

11.4 No penalty shall be imposed:

- i. When the delay is proven to be due to breach of an express contractual obligation or in general to the anti-contractual conduct of PCT SINGLE MEMBER S.A. or to a force majeure event. The term "Force Majeure Event" shall be deemed to mean both (a) all events or incidents which are unavoidable, are outside the control or influence of the parties and which could not have been foreseen even by the parties exercising particular diligence, and (b) all events or incidents for which no party is liable, which prevent the discharge of the obligations of one or both of the contracting parties, including but not limited to acts of god, coups, uprisings, wars, strikes decided on by trade unions recognised in accordance with the applicable laws, etc.
- ii. When the extension is expressly provided for by the Contract with the Contractor, with the condition of no imposition of penalties.

**11.5 The penalties shall be calculated as follows:**

- i. For a period of delay of up to 40 days from the end of the contractual project completion date, a penalty of € 5,000 per calendar day shall be imposed.
- ii. For each day of delay after the period of the previous subparagraph, the penalty is agreed at € 7,500 per calendar day.
- iii. Where the penalties amount to the performance bond as defined in paragraph 14.8 below, provided that the grounds for imposing the penalty continue to exist, PCT SINGLE MEMBER S.A. shall be entitled to terminate the Contract due to the Contractor's fault, in which case the relevant bond shall be forfeited in its favour.
- iv. The Interested Parties acknowledge and accept that the penalties provided for are fair, proportionate and to appropriate as to the nature, purpose and importance of the Project.

**Article 12: Submission of Financial Tenders**

- 12.1** The Tenderers shall make their financial tender subject to the restrictions set out in this Article. Unit prices in the financial tender shall relate to completed



tasks in accordance with the contractual terms, include the lawful percentages for the Contractor's overheads and contractual benefit, all works needed to ensure complete and skilful construction of the works, cover all direct or indirect costs of the Contractor and constitute remuneration in full for carrying out all work. The overall amount tendered shall also be the final price for the entire project.

- 12.2 The overall financial offer of the Tenderers will not be accepted and will be rejected by PCT SINGLE MEMBER S.A. in its entirety where the total price exceeds the amount in the tender budget (VAT excl.).
- 12.3 Each Candidate may only submit one financial tender.
- 12.4 The prices offered shall be expressed in euro (€), shall be limited to 2 decimal points, shall not include VAT and shall be binding on the Tenderer during such time as the tender is valid.
- 12.5 The prices submitted must be fully in accordance with the Tender Procedure terms, must be firm and fixed and must not be subject to increases for any reason during the Contract effective term and any extensions to it. The individual discount rates which arise for each group of work tasks in the project tender budget must correlate normally with each other. In order to check such normalcy, the Tender Evaluation Committee, for each Tenderer, shall calculate the individual discount rate ( $E_i$ ) per group of work tasks based on the Tenderer's tender prices:

$$E_i\% = 1 - \frac{\text{Total amount of Tenderer's work task group } i}{\text{Total amount of PCT's tender budget work task group } i}$$

Comparison of the Tenderer's tender with the Tender Budget of PCT SINGLE MEMBER S.A. (without taking into account the contingencies amount) shows the Tenderer's average discount percent ( $E_\mu$ ):

$$E_\mu\% = 1 - \frac{\text{Total amount of Tenderer's tender (D)}}{\text{Total amount of PCT's tender budget}}$$

The Tenderer's tender is normal when for each work task group the difference ( $E_\mu$ ) - ( $E_i$ ) is  $\leq \pm 10\%$ . A tender which deviates from this limit shall be rejected.

- 12.6 The Financial Tender Form must, on penalty of disqualification, be thoroughly completed, both in numbers and written in full (as regards the total price offered), typed, signed by the Tenderer's legal representative with the stamp of the company (or of the members in the case of a consortium) on each page and it must not bear any corrections (deletions, crossings out, etc.).
- 12.7 If there are errors of addition in the Financial Tender Form, the Committee will correct the numerical calculations and use the Tenderer's corrected financial tender to evaluate the Tenders.
- 12.8 The Tenderers Financial Tender Folder must include the Financial Tender Form filled out in accordance with the requirements of Article 7.1.ii and in accordance with the above.
- 12.9 The Committee reserves the right to request clarifications or additional details about the above information, and the Tenderers are required to meet that request within the deadline set by the Committee to that effect.

### **Article 13: Award criterion - Selection of Contractor**

The criterion for award of the contract will be the most advantageous tender which will have the highest evaluation score (F) of the financial tender as follows:

#### **Step one: Identification of unusually low and/or unusually high financial tenders (in the case of more than three (3) valid tenders).**

A tender can be characterised as unusually low or unusually high when it is at least 10% lower than the second lowest tender submitted or 10% higher than the second highest tender submitted.

Based on the findings of the preliminary evaluation of PCT SINGLE MEMBER S.A., clarifications should be requested from candidates within two (2) working days about the specific elements which appear to be unusually low or unusually high.

If the candidate does not reasonably explain why its tender is considered to be unusually low or unusually high, its tender will be rejected following a decision of the competent Body of PCT SINGLE MEMBER S.A.

**Step two:**

Determination of benchmark “B”

Benchmark “B” shall be calculated using the average of all valid financial tenders, excluding any unusually high or unusually low financial tenders (following reasonable justification and decision of the decision-maker) specified in Step One.

Where the number of valid financial tenders which have been unsealed is equal to or greater than 6, then benchmark “B” is calculated as the average of (a) the average of all valid financial tenders and (b) the average of valid financial tenders without taking into account the lowest valid and highest valid price.

Where the number of valid financial tenders which have been unsealed is less than 6, then benchmark “B” is calculated by calculating the average of all valid financial tenders and then by calculating the average of the financial tenders which is below the first average. This is called benchmark “B”.

**Step three: Determination of the “F” score for the candidate’s financial tender**

If the price stated is equal to benchmark “B” for the evaluation, the financial tender will be scored with  $F = 100$  units.

The percentage difference between the indicated value and benchmark “B” shall be calculated by applying the following rule:

- When the financial offer is below benchmark “B”, then the F score is calculated by deducting from 100 points 0.3 points for each 1% difference between the financial offer and benchmark “B”.
- When the financial offer is higher than benchmark “B”, then the F score is calculated by deducting from 100 points 0.5 points for each 1% difference between the financial offer and benchmark “B”.

Therefore, the Tenderers should take the following into account:

- (i) If their financial tender exceeds the Tender Budget, the tender will be rejected without further evaluation.
- (ii) Where even one of the offered prices per work task offered exceeds the unit prices stated in the Project Tender Budget, the tender will be rejected.
- (iii) If the overall price of even one group of work tasks is not Normal, the specific tender will be rejected in its entirety.

- (iv) If any of the tenders are considered extremely low, the Employer will be entitled to request that the Tenderers provide justification.
- (v) Where the lowest financial tender is considered by PCT SINGLE MEMBER S.A. to be high, PCT SINGLE MEMBER S.A. shall be entitled to further negotiate its reduction by the Interim Contractor or to cancel the Tender Procedure without damages.

#### Article 14: Bonds

- 14.1 The (Participation, Advance Payment, Performance) bonds required to be submitted in the context of this Tender shall essentially have any of the following formats:
- A Guarantee Letter in the form of the templates set out in Annexes I, II & III.
  - Depositing It shall be deposited with PCT SINGLE MEMBER S.A. (into one of PCT SINGLE MEMBER S.A.'s bank accounts which shall be notified in writing to the Candidates) as a guarantee for the relevant amount as guarantee.
- 14.2 The bonds shall be addressed to the Employer. In the case of a consortium / joint venture, the bonds must have been issued in favour of all members of the Candidate. Where several bonds are submitted, each of them must have been issued in favour of all the members of the Candidate.
- 14.3 Any errors or omissions in the title of the project or the person to in favour to whom the bond is issued shall not lead to disqualification, provided that no confusion is caused.
- 14.4 The **Participation Bond** shall be 2% of the project budget, being valid for 210 days.
- 14.5 The above mentioned participation bond shall be forfeited in favour of the Employer if any of the following occurs during its validity period: (a) the Tenderer withdraws its offer or (b) the Interim Contractor fails to timely submit the award documentation required or fails to timely appear for the signing of

the contract or (c) if the above persons provide false evidence or information relating to the grounds of disqualification.

- 14.6 The Participation Bond will be returned (after discussions with the Competent Projects Department):

(a) to the Contractor, once the Performance Bond is submitted, and

(b) to the Candidates within 5 working days from completion of the Tender Procedure in accordance with Article 19, provided that there are no grounds for its forfeiture.

- 14.7 The advance payment of 5% of the total contractual price (VAT excl.) is subject to the condition that an open-ended advance payment bond for that amount, drawn up in accordance with Annex II, is submitted to the EMPLOYER.

- 14.8 For the signing of the Contract, the submission of an open-ended performance bond amounting to 10% of the contractual value (VAT excl.) shall be necessary. Moreover, the Tenderers should be aware from this stage that as a guarantee of their obligation to ensure proper, flawless and timely implementation of the Project and timely and proper discharge of the Contractor's obligations to the Employer (in addition to submitting the performance bond), the Employer shall withhold the following from each Contractor account which has been approved by the Project CCD: a. a percentage of 5% to amortise the 5% advance payment under Article 6.2 which will be provided to the Contractor within 30 days from signing of the relevant contract, after the Contractor has installed its worksite at the project site; and
- b. a percentage of 10% which shall remain in the Employer's possession as an additional performance bond for proper operation of the Project in accordance with the provisions hereof.

- 14.9 Immediately after completion and final acceptance of the Project by the Employer (a) the Contractor shall submit a Project Operating and Maintenance Bond, open ended, for an amount corresponding to 10% of the contractual price (VAT excl.) to replace the Performance Bond and the Prepayment Bond for an equal amount which shall then be returned to it.
- b) PCT SINGLE MEMBER S.A. shall return 50% of the performance bond to the CONTRACTOR (of the 10% withheld under 14.8.b). Once one year has elapsed from completion and acceptance of the Project the remaining 50% of

the performance bond shall be returned to the CONTRACTOR (of the 10% withheld under 14.8.b).

All bank performance bonds, which will be in the possession of the EMPLOYER (in order to ensure the proper operation and maintenance of the Project), shall be returned to the CONTRACTOR following a period of two (2) years from the completion and final acceptance of the Project. The Project Operating and Maintenance Bond shall be drawn up in accordance with the template in Annex III hereof, appropriately adjusted.

- 14.10 In case of a Consortium or Joint Venture of Contracting Enterprises, a single bond shall be issued in favour of all its members.
- 14.11 The bonds may be issued by one or more Eligible Institutions, at the Contractor's option, irrespective of their amount.

#### **Article 15: Tender validity period**

The expression of interest and the financial tender shall be binding on the Candidates in accordance with the above for a period of a hundred and eighty (180) days from the last date for submission.

**CHAPTER III****Article 16: Parties eligible to participate in the Tender Procedure**

16.1 Under the conditions set out in Article 17 below, the following parties are eligible to participate in the Tender Procedure:

A) Individual Contracting Enterprises:

- (i) registered with the Greek Register of Contracting Enterprises which hold a class 5 contracting certificate or higher (for port, road, hydraulic, construction, industrial/energy and E/M works).
- (ii) registered with the official lists of recognised contractors in the EU and/or EEA countries and/or countries which have signed the WTO agreement, in a category and class corresponding to those of the Greek Register of Contracting Enterprises.
- (iii) which come from the EU and/or EEA countries and/or countries which have signed the WTO agreement but do not have official lists of recognised contractors, provided they have carried out projects in the EU and/or EEA countries or countries which have signed the WTO agreement which are similar (in qualitative and quantitative terms) to the project being tendered, and meet the same formal and substantive conditions as the Contracting Enterprises mentioned in the above subparagraphs.

B) Joint ventures or consortiums of contracting enterprises which fulfil the above-mentioned under (A) criteria. It is noted that any award to a Consortium of companies must be ready to take the form of a joint venture in order to sign the contract within the deadline fixed in Article 19.2 hereof or any extension to it granted by the Employer.

IMPORTANT NOTE 1:

*Each Contracting Enterprise shall participate on its own or in a single Joint Venture or consortium (upon penalty of disqualification), while each Candidate must meet the above conditions throughout the entire duration of the tender procedure.*

**Article 17: Selection criteria****17.1 Qualitative Selection Criteria (ON/OFF criteria)**

Each Candidate (and each individual member of a consortium/joint venture) participating in the Tender Procedure shall have the following qualifications, on a penalty of disqualification:

- a) It must not be 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) It has 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) It has 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) It or a member of the administrative, management or supervisory body of that Interested Party has not been subject of conviction by final judgement under the relevant applicable legal provisions on the criminal offences mentioned below: participation in a criminal organisation, corruption, fraud, terrorist offences or offences linked to terrorist activities, offences linked with the pollution of the environment, money laundering or terrorist financing, child labour and other forms of trafficking in human beings, embezzlement, extortion, bribery, misappropriation, fraudulent bankruptcy, forgery, perjury, as these criminal offenses are defined in Greek Law and/or the law of the country in which the Interested Party is established;
- e) It has not 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.

- f) It has not committed a disciplinary offence which is sanctioned by deprivation of the right to participate in tender procedures (public works tenders).
- g) it (or any other legal or natural person associated directly or indirectly with it in a manner which indicates an actual connection with it which could potentially have a negative impact on the performance of the project) has never been howsoever expelled from or incurred any similar sanction (e.g. bond forfeiture, declaration of the company as forfeited, termination of the contract) for construction or other types of projects, in particular (without limitation) for any PCT SINGLE MEMBER S.A. projects or any projects implemented by any other entity belonging to the same Group as PCT SINGLE MEMBER S.A.

## **17.2 Financial and Economic Capacity Criteria (ON/OFF criteria)**

On penalty of disqualification, each Tenderer must meet the following financial criteria:

1. It must have an average annual turnover over the last 4 years equal to or greater than ten million euros (€ 10,000,000.00) (namely  $\geq$  € 40,000,000.00 for the 4 years).
2. It must have a credit rating of at least four million euros (€ 4,000,000.00) in relation to the specific project from a financial institution.

### **IMPORTANT NOTE 2:**

*In case of a Consortium or Joint Venture of Contracting Enterprises, criteria 1 and 2 above must be cumulatively met by all its members.*

## **17.3 Technical skill criteria (ON/OFF)**

On penalty of disqualification, each Tenderer must meet the following technical criteria:

1. It must have special experience in construction projects in the categories referred to in Article 16.1.A (i), which will be covered by having carried out

infrastructure projects over the last 7 years with a total budget of € 25 million, one of which must have a budget of at least € 10 million.

More specifically, those projects must have been undertaken within the last 7 years (from the date on which the supporting documents folder is submitted) and must either have been successfully completed (finished projects) or being carried out as normal (projects under way). As far as projects under way are concerned, the Tenderer must be able to prove using the supporting documents referred to in Article 18 below that the works completed up to that point are equal to the amounts referred to in the previous paragraph.

Where the Tenderer carried out or is carrying out the above works as a member of a Joint Venture or Consortium, it must prove that it successfully completed their execution or has so far completed works (in the case of projects under way) itself at a percentage of 100%, or where those works are part of a larger project, it must prove that the budget corresponding to itself (or which corresponds to the works carried out so far) was at least equal to the above thresholds.

2. It must have ISO 9001:2015 and ISO 14001:2014 certification.

**IMPORTANT NOTE 3:**

*In case of a Consortium or Joint Venture of Contracting Enterprises, criteria 1 and 2 above must be cumulatively met by all its members.*

**Article 18: Participation documentation**

**18.1 Qualitative selection documentation**

**A)** Each Candidate participating in the Tender Procedure shall prove that it meets the qualification criteria referred to in Articles 16 and 17, by submitting in original copies or legally certified copies or if non-certified, yet clearly readable photocopies (along with a Solemn Declaration about their authenticity <sup>1</sup>), the following valid documents:

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<sup>1</sup> A solemn declaration of the Tenderer's legal representative stating that all certificates, confirmation or other supporting documents included in the participation documents folder are true copies of the original

1. **Incorporation documents** of legal persons, such as:

- (a) a copy of the applicable **Codified Articles of Association** of the Company;
- (b) **the Government Gazette issue** or certificate from the General Commercial Registry ("GEMI"), where the latest resolution, by which the company's latest Board of Directors was formed and its representatives were appointed, was published;
- (c) A **Solemn Declaration** of the legal representative stating that the company is not in bankruptcy, liquidation, cessation of operations, under court administration, bankruptcy settlement, that the operations of the company have not been suspended and that the company is not in any similar situation arising from a similar procedure, is not in the process of declaring bankruptcy or being placed in compulsory liquidation or managing a settlement with creditors or in any similar process (restructuring, etc.).

**IMPORTANT NOTE 4:**

*It is noted that the relevant certificates (non-bankruptcy, liquidation, etc.) issued by the competent authorities of the country in which the company is established must be submitted (along with other supporting documents which may be requested) by the Interim Contractor two (2) working days before the Contract is signed and must be valid on the date it is signed. If those certificates are not issued by the relevant country, they may be replaced by a sworn statement or, where no such statements are envisioned, by a solemn statement made before a judicial or administrative authority, notary public or competent professional body in the country of origin or provenance.*

2. **An extract from the criminal record** or, where this is not available, an equivalent document issued by the judicial or administrative authority of the country of origin or country of provenance, evidencing that the requirements of paragraph 17.1.(d). are met. If there is no clean criminal record, a solemn declaration prepared before a notary public shall be submitted which clarifies the offences for which the convicts have been charged as set out in the extract.

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documents (or copies issued electronically through the website of the issuing Authority) and accurate, and assuming an obligation to submit the original documents in case it is declared as contractor.

3. A **Certificate of Insurance Awareness** from the competent authority showing that on the date of the expression of interest the Tenderer was fully aware of its main and supplementary social security contribution debts.
4. A **Certificate of Tax Awareness** issued by the competent authority showing that on the date of expression of interest the Tenderer was aware of its obligations relating to tax liabilities.
5. In the case of Contracting Enterprises registered with the Register of Contracting Enterprises or from countries where lists of recognised contractors are kept by the competent authority, **a certificate of registration and a degree clearance form (which shows the class of degree)**. That certificate shall cite the supporting documents used for the registration of the enterprise with the register, and the ranking in the register to show the class as defined in Article 16 hereof.

In the case of a Contracting Enterprise from a country where there are no lists of recognised contractors, a certificate of registration with the professional register of the country of origin is required, which shows that the same conditions under which a Contracting Enterprise similar to them would be accepted in the procedure, have been met.

6. A **Solemn Declaration** of the Tenderer's legal representative (or, in case of a consortium, of the legal representatives of its members) stating that none of the cases described in paragraph 17.1(e), (f) and (g) apply.
7. An official extract from the **Book of Minutes** of the Company's Board of Directors or other competent body, authorising the Company's participation in this Tender Procedure, authorising one or more persons to submit a tender offer and sign any relevant tender documents and designating a process agent. It is noted that, in addition to the above Minutes, in the case of a Consortium or Joint Venture, the Tenderers shall designate a process agent in accordance with the terms of point (C) above.
8. A **Solemn Declaration** of the representative and process agent appointed by decision of the Candidate's competent body, whereby that person unconditionally and unreservedly accepts their appointment as representative.

**B) Foreign legal persons** must also submit documents similar to those mentioned in sub-paragraph (A) above, translated by the Ministry of Foreign Affairs, a Consular Authority or a Lawyer. If a country does not issue the aforementioned documents or certificates (*other than the incorporation documents mentioned in sub-paragraphs A)1.(a) and (b) of the legal person, which must be submitted in any case*), they can be replaced by a sworn statement or, if this is not provided for in the law, a solemn declaration executed before a judicial or administrative authority, a notary public or a competent professional body of the country of origin or provenance. That statement must indicate the fact that it is not possible for the relevant supporting documents to be obtained in the corresponding country. If it is, however, established that the above certificates are indeed issued in that country, the candidate shall be disqualified.

**C)** in the case of a **Consortium or Joint Venture of Contracting Enterprises** the documents referred to in sub-paragraph (A) must be submitted for the Tenderer (whichever are consistent with the form of a consortium) and for each of its members. Moreover, the agreement setting up the Joint Venture or the agreement establishing the bidding consortium must be submitted, which shall declare the following as a minimum:

- i) acceptance by the individual contracting enterprises 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 was established).
- ii) the holding of each member in the said groupings.
- iii) the joint representative and process agent of the persons who participated in the joint venture as against PCT SINGLE MEMBER S.A.; and
- iv) **that the members of the consortium shall be jointly and severally liable to PCT SINGLE MEMBER S.A. for implementing the Project** and in the case of special or quasi general succession, shall have committed their successors to continue to participate in the Joint Venture under the same terms.

**D)** Where a **subcontractor(s) is/are used**, the Candidate must, in addition to the above, submit a declaration (in accordance with Chapter IV of this Invitation for Expression of Interest), in relation to the award of part of the project to a subcontractor,

which part, upon penalty of disqualification of the Tenderer, cannot be more than 40% of the project . That declaration must include the particulars of the Subcontractor(s), the section of the Project to be outsourced to it/them and a declaration from the Subcontractor(s) accepting this.

## **18.2 Financial and Economic capability documents**

Each Tenderer is obliged to prove that it has the qualifications set out in paragraph 17.2. by submitting originals or lawfully certified copies or simple, clear and legible photocopies (the Legal Representative to declare the validity thereof by means of a solemn declaration) of the following valid supporting documents and paperwork:

1. A presentation of the company's financial situation including the published balance sheets for the last 4 financial years showing that its average annual turnover is equal to or over € 10,000,000.00.
2. A certificate from an Eligible Institution about the Tenderer's credit rating for the specific project. A document from an Eligible Institution, which states that it collaborates with the Candidate and will examine an application for financing of at least € 4,000,000.00 in accordance with Annex IV hereof, is considered adequate proof of credit rating.

## **18.3 Technical Capability documents**

Each Tenderer is obliged to prove that it has the qualifications referred to in paragraph 17.3, by submitting the following valid supporting documents and paperwork as originals or lawfully certified copies or simple, clear and legible photocopies (the validity thereof must be stated in a solemn declaration by the Legal Representative):

1. A list of all infrastructure projects in the last 7 years accompanied by (a) the completion certificates or acceptance reports (for completed projects) from the relevant legal representative of the Employer and/or (b) certificates from the latter about the completed section of projects the company is carrying out (for projects under way) which must include all necessary information which clearly shows that the criterion in paragraph 17.3.1 has been met.

2. In order to document the availability of the necessary staff and equipment, the Tenderer should submit a solemn declaration from the legal representative that the necessary equipment and necessary staff will be available for the Project upon signing of the Contract.
3. It must have ISO 9001:2015 and ISO 14001:2014 certification or equivalent.

#### **18.4 Prequalification documentation**

Each tenderer is obliged to provide the prequalification documents as described in ANNEX VI as per Employer's procurement policy.

### **Article 19: Award - Signing of Contract**

- 19.1 The Tender Procedure comes to an end upon signing of the Contract, when the Contractor is obliged to provide the Employer with a Performance Bond and get the Participation Bond back.
- 19.2 It should be noted from this stage of the Tender Procedure that upon receipt of the award decision, and no later than 15 working days from receiving it, the Contractor will be invited to sign the Contract on the date specified by the Employer and, two (2) working days before signing it, to submit the following supporting documents for inspection:
  - i. Legalisation documents for the Contractor, if amended.
  - ii. A certified copy of the Contractor's Joint Venture Agreement (only in case of a Joint Venture)
  - iii. Certificates evidencing that the Contractor is not in bankruptcy, liquidation, cessation of operations, under court administration or bankruptcy settlement; that the Contractor has not ceased operations; that it is not in any similar situation arising from any similar procedure; is not in the process of declaring bankruptcy or in the process of being placed under compulsory liquidation or managing a settlement with the creditors and that it is not in any other similar situation (restructuring, etc.).
  - iv. Minutes of the Board of Directors or the competent body of the

Contractor, duly signed, which declare:

- (a) its decision to accept the award of the Contract,
  - (b) the appointment of a representative, authorised to sign the Contract and act on the Contractor's behalf during execution of the Contract.
- v. A solemn declaration from the Contractor's representative stating that:
  - (a) he/she accepts such appointment unconditionally and unreservedly;
  - (b) the Contractor took account of all relevant terms of the Contractual Documents, which it unreservedly accepts in their entirety and will include them in the insurance contract.
  - (c) in relation to works which the Contractor has carried out and which have been accepted or are still under way, the Employers - contracting bodies have no claims of any kind against it for disputes which arose due to delays, poor workmanship, forfeiture, or other disputes related in any manner to the execution of the project.
  - (d) all documents, information, declarations, data and supporting documents submitted as part of the Tender Procedure are true and accurate.
  - (e) there are no corporate, competitive or other legal restrictions which prevent the submission of the Tender and the implementation of the Project.
- vi. An Insurance Certificate signed by the Insurance Company or the Insurance Broker. The insurance contract is to be submitted by the Contractor to the Employer no later than 30 days from the signing hereof, along with proof of payment of the first premium instalment.
- vii. A list of all identification documents (driving licences, insurance policy, recent inspection certificate, approval from registry, etc.) for all machinery to be used from the start or during the project, copies of which were already submitted with the letter from the Contractor to the PMD for inspection and approval.
- viii. Any subcontracting agreements, under the terms hereof.



- ix. A tax awareness certificate.
  - x. A social security awareness certificate.
- 19.3 In all events, where the Contractor does not accept the award decision within 15 working days or is unable to provide the said supporting documents within the time period referred to above or set by the Employer, or on any other reasonable ground at the Employer's unfettered discretion, PCT SINGLE MEMBER S.A. shall be entitled to cancel the award of the contract to the Contractor and to proceed to the next Candidate.

## CHAPTER IV

### Article 20: Subcontracting

- 20.1 If chosen as Contractor, Tenderers may outsource a part of the project corresponding to work of up to 30% of the overall value of the project, to one or more Contracting Enterprises via subcontracting agreements.
- 20.2 In order to validly participate in the tender procedure, where they wish to collaborate with a subcontractor(s), Tenderers must indicate the Subcontractor to whom they will assign the subcontracting agreement, by submitting a solemn declaration from the Subcontractor by which it accepts the signing of the subcontracting agreement, if and when the specific Tenderer is chosen as Project Contractor.
- 20.3 Any amendments, changes, replacements to or deadlines relating to the appointment of a subcontractor(s) may only be done with the Employer's approval. Moreover, the Contractor shall be obliged to promptly remove at any time any subcontractors from the project who are found by the Employer to not have the financial and technical standing and necessary experience to carry out the part of the project subcontracted to them by the Contractor.

### Article 21: Contractor's obligations - Miscellaneous

The Interested Parties should be aware, among other things, that the Contractor's obligations (as they will be specified in the contractual documents) include the following:

- 21.1 The Employer has appointed Technical Advisors for the Project who have undertaken to assist the Competent Projects Department with its management and supervision. The Contractor shall be obliged to facilitate the activities of the Technical Advisors and before the commencement of work to ensure that each of them has the necessary networks and facilities at its worksite, in accordance with the specific terms and requirements set out in the special conditions of contract.
- 21.2 Staff insurance: The Contractor must have all its workers insured with the IKA Fund or other social security provider, in cases where its staff do not fall within the IKA Fund's remit.
- 21.3 Insurance coverage for the project and staff: The Contractor shall be obliged to insure the project and its staff with an insurance company recognised by the state against risk of accidents and to ensure that it remains insured at all times without interruption, and as well as any kind of materials from their delivery to their integration into the project, worksite facilities, and any existing adjacent property of the Employer, which is directly related to the project being built, and described in the contractual documents.
- 21.4 The Contractor shall be exclusively responsible (under civil, criminal and administrative law) for complying with the laws and applicable police regulations and is obliged to promptly notify the Competent Projects Department and Project Manager of the decrees or orders which are addressed or notified to it during the implementation of the Project by various authorities relating to the inspection, safety, noise pollution, protection of the marine, land and air environment, etc. The Contractor shall be obliged to implement the project's environmental terms and conditions in accordance with the Environmental Terms Approval Decision (ΥΠΕΝ/ΔΙΠΑ/94701/5991/11-12-2020)
- 21.5 The Contractor shall be solely responsible for the implementation of the designs/studies and for the quality and strength of the works. Inspections carried out during supervision by the Competent Projects Department and by the Technical Advisors, shall not release the Contractor from the said liability.


- 21.6 The Contractor shall be solely and exclusively responsible for the carrying out of works and for the integrated materials which will be used, in accordance with the terms of the Contract and other contractual documents.
- 21.7 The Contractor shall be obliged:
- (a) to install signs and notices at the worksite locations and the sites where work is being carried out, depending on the nature of the work done (building works, hydraulic works, port works, road works, etc.).
  - (b) to keep those signs and notices in working order until the project is completed.
  - (c) to install flash lights at traffic hazard spots and, where needed and indicated by the supervisory department, staff to regulate the flow of traffic.
- 21.8 The Contractor shall be obliged to take all safety measures necessary and required by law to ensure proper implementation of the project, the safety of labourers and third parties and shall be liable under criminal and civil law for all accidents which are caused due to non-compliance or improper compliance with the necessary safety measures.
- 21.9 Since it is likely that there will be other facilities, both hidden or obvious (electricity or phone cables, water supply or sewerage networks, railway tracks, manholes, pillars and posts, fencing, building, permanent topographical markers, etc.) in the worksite area or in the area where works are being carried out, which belong to third parties or to PCT SINGLE MEMBER S.A., the Contractor shall be obliged to take all steps necessary to identify and protect them. If instructions in this regard have been received from the Project Manager, it is obliged to relocate them without further compensation, unless this relocation is specified in the design study.
- 21.10 The Contractor shall be obliged to safeguard at its own expense, machinery, tools or materials delivered by the Employer for use or integration into the project, and any damage, wear and tear or loss to them shall be imputed to the Contractor.
- 21.11 All provisional facilities (huts, cabinets, labs, offices, etc.) required to carry out the contracting work and to facilitate the Technical Advisors at the project site,

shall be erected by the Contractor at its own expense and effort, in locations which are indicated by the Competent Projects Department.

- 21.12 The Contractor shall be obliged to strictly, and without deviation, comply with the project implementation schedule which is a material term of the Contract and is of capital importance for the Employer.
- 21.13 Within 5 days of this Contract being signed, the Contractor must submit the following to the Competent Construction Department and the Project Manager: (a) a complete and detailed organisational chart listing all full-time administrative and technical staff for the project, including the site foreman, (b) a solemn declaration on appointment of the process agent and (c) a solemn declaration from him about acceptance of his appointment.

## **Article 22: Final Provisions**

- 22.1 PCT SINGLE MEMBER S.A. undertakes to take suitable measures to (a) effectively prevent, (b) identify and (c) rectify conflicts of interest which arise during the contract award procedures, to avoid any distortions in competition and to ensure equal treatment of all the Interested Parties.
- 22.2 PCT SINGLE MEMBER S.A. undertakes to adhere to the principles of confidentiality and secrecy in relation to any information and data of the Tenderers which may come to its knowledge in the context of this Tender Procedure, insofar as such information is considered as confidential.
- 22.3 PCT SINGLE MEMBER S.A. declares that it has fully adapted to the requirements of the new General Data Protection Regulation and will comply with the relevant provisions during the entire tender procedure.
- 22.4 This invitation for expression of interest is not a proposal to conclude a contract and no contractual obligation arises hereunder.
- 22.5 This document and the Contract to be signed in the context hereof, shall be governed by Greek Law. The courts competent to resolve any disputes relating to this Tender Procedure in its entirety are the courts of Athens.

INVITATION FOR EXPRESSION OF INTEREST	
PROJECT: UPGRADE OF THE EASTERN SECTION OF PIER II	

*Piraeus, 23/03/2021*

**ANNEX I – Participation Bond**

Eligible Institution's Name .....

Address: .....

Issued on: .....

To PCT SINGLE MEMBER S.A.

Address: Container Terminal, Neo Ikonio, GR-18863, Perama

PARTICIPATION BOND No. .... EUR .....

We are pleased to inform you that we hereby guarantee explicitly, irrevocably and unconditionally, being jointly and severally liable towards you with the primary debtor and waiving all rights to contest or divide liability, and the right to raise against you any objections afforded to the primary debtor, including those that are not person-specific, or exercise any other objections or remedies provided for in Articles 852-856 and 862-869 of the Civil Code or any other laws, in favour of (in case of an individual undertaking)

Company .....

Address: .....

or (in case of a Grouping or Consortium or Joint Venture) of Companies:

1. ....

Address .....

2. ....

Address .....

as members of the Grouping / Consortium / Joint Venture, for each of them individually, as parties jointly and severally liable as members of the Grouping / Consortium / Joint Venture, up to a value of **EUR .....00**, for its/their **participation** in the Tender which is conducted by PCT SINGLE MEMBER SA for ....., as per the terms of PCT SINGLE MEMBER S.A.'s invitation for expression of interest for the selection of project construction contractor for the project entitled "Upgrade of the Eastern Section of Pier II".

Throughout its validity, this Bond shall only apply to any obligations arising from the participation in the Tender (in case of an individual undertaking) , of that Company or (in case of a Grouping / Consortium / Joint Venture) of the companies of the Grouping / Consortium / Joint Venture, which are jointly and severally liable as members of the Grouping / Consortium/ Joint Venture.

We shall keep the above amount at your disposal and shall pay it to you in whole or in part as per your instructions, without raising any objections or pleas and without assessing the validity of your claim, within three (3) days from receipt of a written notice to that effect.

We hereby agree to extend the effective period of this Bond following receipt of a simple notice from you to that effect, provided that your request is submitted to us no later than the expiry date set out herein below.

This Bond shall be valid until .....

This bond shall be subject to Greek law and shall be subject to the exclusive jurisdiction of the Courts of Athens.

We hereby solemnly declare that, as at the time this Bond is issued, there are no identified breaches of the provisions in relation to the setting of a maximum limit to our Bank for the issue of letters of guarantee.

(**NOTE:** For the Bank: the term of validity of the bond must be 30 days longer than the tender validity period, in other words  $180+30=210$  days longer than the last date for submitting tenders).

(Authorised signature)

## ANNEX II – Advance Payment Bond

Eligible Institution's Name .....

Address: .....

Issued on .....

To PCT SINGLE MEMBER S.A.

Address: 10, Akti Miaouli St.

Postcode: 18538, PIRAEUS

ADVANCE PAYMENT BOND No. .... EUR .....

We are pleased to inform you that we hereby guarantee explicitly, irrevocably and unconditionally, being jointly and severally liable towards you with the primary debtor and waiving all rights to contest or divide liability, and the right to raise against you any objections afforded to the primary debtor, including those that are not person-specific, or exercise any other objections or remedies provided for in Articles 852-856 and 862-869 of the Civil Code or any other laws, in favour of

(in case of an individual undertaking)

Company ..... Address: .....

or (in case of a Grouping or Consortium or Joint Venture) of Companies:

1. .... Address: .....

2. .... Address: .....

members of the Grouping or Joint Venture, individually for each of them and jointly and severally with each other in their capacity as members of the Grouping or Consortium or Joint Venture, at a percentage of 5 % (calculated VAT excl.) of the sum of € ... as a guarantee of the advance payment received in accordance with the provisions of its contract with PCT SINGLE MEMBER S.A. for the "Upgrade of the Eastern Section of Pier II" of PCT SINGLE MEMBER S.A.

We shall keep the above advance payment bond amount at your disposal and shall pay it to you in whole or in part as per your instructions, without raising any objections or pleas and without assessing the validity of your claim, within three (3) days from receipt of a simple written notice to that effect.

This bond shall be valid until it is returned to us or until we receive written notice from you stating that we can consider ourselves released of all relevant obligations.

This bond shall be subject to Greek law and the exclusive jurisdiction of the Courts of Athens.

We hereby solemnly declare that, as at the time this bond is issued, there are no identified breaches of the provisions in relation to the setting of a maximum limit to our Bank for the issue of letters of guarantee.

(Authorised signature)



### ANNEX III – Performance Bond

Eligible Institution's Name .....

Address: .....

Issued on .....

To PCT SINGLE MEMBER S.A.

Address: Container Terminal, Neo Ikonio, GR-18863, Perama

PERFORMANCE BOND No..... EUR .....

We are pleased to inform you that we hereby guarantee explicitly, irrevocably and unconditionally, being jointly and severally liable towards you with the primary debtor and waiving all rights to contest or divide liability, and the right to raise against you any objections afforded to the primary debtor, including those that are not person-specific, or exercise any other pleas or remedies provided for in Articles 852-856 and 862-869 of the Civil Code or any other laws, in favour of

(in case of an individual undertaking)

Company ..... Address: .....

or (in case of a Grouping or Consortium or Joint Venture) of Companies:

1. .... Address: .....

2. .... Address: .....

members of the Grouping or Joint Venture, individually for each of them and jointly and severally with each other in their capacity as members of the Grouping or Consortium or Joint Venture, up to the percentage of 5% (calculated VAT excl.) on the sum of € ... for proper performance of all obligations deriving from its contract with PCT SINGLE MEMBER S.A. for the "Upgrade of the Eastern Section of Pier II" of PCT SINGLE MEMBER S.A.

We shall keep the above amount at your disposal and shall pay it to you in whole or in part as per your instructions, without raising any objections or pleas and without assessing the validity of your claim, within three (3) days from receipt of a simple written notice to that effect.

This Bond shall be valid until it is returned to us or until we receive written notice from you stating that we can consider ourselves released of all relevant obligations.

This bond shall be subject to Greek law and the exclusive jurisdiction of the Courts of Athens.

We hereby solemnly declare that, as at the time this Bond is issued, there are no identified breaches of the provisions in relation to the setting of a maximum limit to our Bank for the issue of letters of guarantee.

(Authorised signature)

**ANNEX IV - Certificate from an Eligible Institution on the Tenderer's credit rating.**

Eligible Institution's Name .....

Address: .....

Issued on: .....

To PCT SINGLE MEMBER S.A.

Address: Container Terminal, Neo Ikonio, GR-18863, Perama

**Statement from an Eligible Institution about the Tenderer's credit rating**

We hereby declare that we collaborate with the company ... and will examine its application for financing up to the sum of € ... for the project entitled "Upgrade of the Eastern Section of Pier II".

## ANNEX V – Confidentiality and Secrecy Declaration

I, the undersigned, ....., son/daughter of ....., resident of ..... at No. ...., .... St., ID Card No. ...., issued by ... on ..., Legal Representative of the Company, solemnly declare that:

1. In the context of my participation in the Tender Procedure to select a contractor for the construction project entitled “**Upgrade of the Eastern Section of Pier II**” in which I participate as a Tenderer / Candidate, I, the Declarant, have been taken knowledge of the following documents referred to in paragraph 3.2 of the Tender Notice:

- i. The Special Conditions of Contract.
- ii. The Technical Specifications.
- iii. The Project Technical Description.
- iv. The Design Price List- detailed description of items.
- v. The Project Tender Budget.
- vi. The Financial Tender Form.
- vii. Approved designs prepared by the Project Manager and Designer (PMD).

2. I, the Declarant, hereby commit and undertake to keep strictly and fully confidential any confidential information which comes to my knowledge in relation to the above Tender Procedure; to apply any measures necessary to prevent any unauthorised access by third parties to such information; and to not disclose such information to third parties.

3. The above obligations undertaken by the Company I represent, shall apply for a term of three (3) years.

4. In case I intentionally or negligently fail to fulfil the above commitments and obligations, I shall be liable to indemnify PCT SINGLE MEMBER SA for any damage that may arise from such failure.

Piraeus -... -2021

THE DECLARANT

## ANNEX VI – Prequalification Documents

<b><u>General Criteria Required For All New Suppliers</u></b>				
<b><u>INFORMATION REQUESTED</u></b>	<b><u>ΑΠΑΙΤΟΥΜΕΝΑ ΣΤΟΙΧΕΙΑ</u></b>	<b>GREECE</b>	<b>EU Supplier (Excluding Greek Suppliers)</b>	<b>Non EU Supplier</b>
Company Full Details	Πλήρη Στοιχεία Επιχείρησης	Απαιτούμενο Στοιχείο	Απαιτούμενο Στοιχείο	Απαιτούμενο Στοιχείο
Bank Details	Τραπεζικά Στοιχεία			
· Bank Name	· Όνομα Τράπεζας	Απαιτούμενο Στοιχείο	Required Information	Required Information
· Beneficiary Name	· Δικαιούχος Τραπ.Λογ/σμού	Απαιτούμενο Στοιχείο	Required Information	Required Information
· Bank account number	· Αριθμός Λογ/σμού	Απαιτούμενο Στοιχείο	Required Information	Required Information
· SWIFT code	· SWIFT code	Απαιτούμενο Στοιχείο	Required Information	Required Information
· IBAN	· IBAN	Απαιτούμενο Στοιχείο	Required Information	Required Information
TAX Certification	Φορολογική Ενημερότητα	Απαιτούμενο Στοιχείο		
Social Security Certification	Ασφαλιστική Ενημερότητα	Απαιτούμενο Στοιχείο		
G.E.M.I. (General Electronical Commercial Registry) Up-to-date authorization letter *	Γ.Ε.Μ.Η. (Επικαιροποιημένο "ΓΕΝΙΚΟ ΠΙΣΤΟΠΟΙΗΤΙΚΟ") *	Απαιτούμενο Στοιχείο		
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification *	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία	Απαιτούμενο Στοιχείο		

**INVITATION FOR EXPRESSION OF INTEREST**
**PROJECT: UPGRADE OF THE EASTERN SECTION OF PIER II**


	μητρώου φυσικού / νομικού προσώπου*			
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification *	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου επιχείρησης*	Απαιτούμενο Στοιχείο		
«Good standing certificate from Tax Authority» (Official English Translation) *			Required Information	Required Information
VAT Registry (with English Translation)			Required Information	
Business License (with English Translation)			Required Information	Required Information