

PIRAEUS PORT AUTHORITY S.A.

PPA S.A.

CALL FOR EXPRESSIONS OF INTEREST

THE "PIRAEUS PORT AUTHORITY"

invites

Interested Enterprises to participate to the open Tender Procedure to choose a Contractor for the purposes of receiving and handling Central Port's dredged materials at proper land or other licenced installations.

Framework Agreement

PIRAEUS

August 2022

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CHAPTER I

Article 1: Definitions

- 1.1 **Contractor** means a contracting enterprise or joint venture or grouping or contracting enterprises selected by PPA to carry out the Project, which enters into a contract on the matter with PPA.
- 1.2 **“Acceptable Institutions”** , means a credit or financial institution or insurance company within meaning of Article 14(1)(b) or (c) of Law 4364/2016 operating lawfully in an EU, EEA or OECD or Financial Action Task Force (FATF) country, which in accordance with the applicable provisions have such a right, or in a country with a credit rating for long-term investments of at least A- (or equivalent) or higher from at least any two of the rating’s agencies Moody's, Standard & Poor’s or Fitch. Also ETAA - TSMEDE Fund is considered as acceptable Institution.
- 1.3 **“Decision-maker”** means the competent body of PPA S.A.
- 1.4 **“Competent Projects Department”** or **“CPD”** means the Projects Department of PPA (assisted by its Technical Advisors)
- 1.5 **“Tender procedure”** means this tender procedure conducted in one stage.
- 1.6 **“Candidate”** or **“Tenderer”** means any Contracting Enterprise or Joint Venture or Group of Contracting Enterprises participating in the tender procedure which submits a tender.
- 1.7 **“Performance Bond”** has the meaning attributed to it in article 14 hereof.
- 1.8 **“Participation Bond”** has the meaning attributed to it in article 14 hereof.
- 1.9 **“Interested party”** means the Contracting Enterprise or Joint Venture or Grouping of Contracting Enterprises which intends to take part in the tender procedure by submitting an expression of interest.
- 1.10 **“Project”** means the technical project described in detail in [Chapter II](#) of this tender notice and elaborated on in the other contract documents.
- 1.11 **“Project Owner”** or **“Company”** means the company with the corporate name Piraeus Port Authority S.A. (PPA).
- 1.12 **“Tender Committee”** or **“Committee”** means the PPA Tender Evaluation Committee which consists of senior company executives and was established by decision No. 1134/9.11.2017 of its CEO.
- 1.13 **“Call for expressions of interest”** means this call for expressions of interest.
- 1.14 **“Tender budget”** or **“Budget”** means the total stated in the Project Budget (VAT excl.)(para. 4.2.vi hereof).
- 1.15 **“Contract”** means the Framework Agreement entered into with the Contractor.
- 1.16 **“Concession Agreement”** means the 24.6.2016 amendment and codification into a single text of the Concession Agreement of 13.2.2002 between the Hellenic Republic and Piraeus Port Authority S.A., which was ratified by Law 4404/2016.
- 1.17 **“Tender documents”** means this call for expressions of interest and the documents referred to in article 4.2, which will be provided to the candidates during the tender procedure, according to article 3.2.

Article 2: Provision of clarifications / deadline for submitting expressions of interest

- 2.1 Approval to put the project out to tender was given by Decision No. 103/12-08-2022 of PPA's Management Decision.
- 2.2 Interested parties can submit any questions / clarifications concerning the call for expressions of interest to one of the following email addresses: dredgedhandling@olp.gr, procurement@olp.gr. If requested in good time, and in all events no later than five (05) working days before the last date for

submitting expressions of interest, supplementary information, clarifications, etc. will be provided by PPA to all Interested Parties no later than five (05) working days before the last date for submitting the offer.

If it is not possible to provide the said clarifications in time, the Project Owner may but is not obliged to extend the deadline for submitting expressions of interest for a reasonable period.

In all events, the Project Owner may but is not obliged to extend the deadline for submitting expressions of interest where:

- a) a request for clarifications is submitted, which in the Company's view is important for shaping the expression of interest or
- b) it is the reasoned request of one or more candidates in the Company's view.

If as a result of the clarifications procedure it is considered necessary, the Company shall grant interested parties an extension in the deadline for submitting their offers, as stated above.

- 2.3 The last date for Interested Parties submitting their offers in accordance with the terms hereof is on **01st of September 2022 at 12:00 hours**, and the relevant dossiers must be submitted by Interested Parties to the PPA protocol office (10 Akti Miaouli Str., Piraeus, Office 209). After that deadline elapses, no dossier will be accepted by PPA.

Article 3: Tender procedure

- 3.1 The contract award procedure is a prequalification procedure conducted in one (1) stage:

- 3.2 The Candidates will receive:

- i. Approval Decision of Environmental Terms of PPA (ref. no ΥΠΕΝ/ΔΙΠΑ/94701/5991/11/12/2020 (AEPO 2020)
- ii. Technical studies on the chemical characterization of sediments of the Central port of Piraeus that have been elaborated under PPA's coordination and supervision

following their written expression of interest within ten (10) days from the publication date of the tender and after submitting to PPA SA Signed NDA (Non Disclosure Agreement) according to attachment III.

The successful candidate which will be considered as interim contractor will further receive any updated studies carried out by PPA SA at the time.

- 3.3 In case less than three candidates submit NDA in order to receive the tender documents / or less than three candidates offers fulfil tender criteria in order for their financial proposals to be unsealed, then, PPA reserves the right to cancel the procedure by declaring it as non-successful and repeat the tender procedure with or without modified tender terms.
- 3.4 After the tender's cancellation, negotiation procedure may take place without having unsealed the initial submitted financial offers. In that case, the Company retains the right to negotiate with the participants who fulfil the minimum requirements of article 16 & 17, provided they have submitted a valid Participation Guarantee Letter. During negotiation procedure PPA will request from the above-mentioned candidates to submit in a sealed envelope (not through email) improved offer within three (3) working days without altering any of the minimum technical/ quality/ specifications of the already submitted offers. In the case that the above mentioned improved financial offer is higher than the initial it will be rejected. At all cases scoring will apply according to the provisions of article 18.
- 3.8 Due to the exceptionally tight timeframes for implementing the mandatory PPA investment programme, specified in the Concession Agreement, decisions of the Project Owner are final and no

protests or objections submitted in relation to them will be taken into account by the Project Owner.
The award decision will be sent to the Temporary Contractor selected using any appropriate means.

Article 4: Tender documents

- 4.1 The tender procedure shall be conducted in accordance with:
- i. Law 4404/2016 (Government Gazette 126/A/8.7.2016) and the Concession Agreement on use and exploitation of certain areas and assets within the Port of Piraeus of 24 June 2016 ratified by Article 1 of that Law, together with its annexes, which agreement was entered into between the Hellenic Republic and PPA, under which the Hellenic Republic granted PPA the exclusive right to hold, use, manage, maintain, improve and exploit the assets conceded to it, in accordance with the terms of the agreement and as it is in force with the L.4383/2021
 - ii. The applicable PPA S.A. Contracts and Sub concessions regulations and
 - iii. The procedures and terms outlined in the Tender Documents.
 - iv. The Approval Decision of Environmental Terms as currently apply (ΥΠΕΝ/ΔΙΠΑ/94701/5991/11/12/2020).
 - v. The legislation regarding the waste management of waste N.4042/2012 as it is in force
- 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 cited below. Where there are discrepancies between the content of their terms, the order of validity of those documents is as stated below:
- i. The present Call for Tender
 - ii. The Technical requirements of PPA SA.
 - iii. The Candidate/ Contractor's proposal.
 - iv. The Financial Tender Form.

Article 5: Language of the procedure

- 5.1 The official languages of the procedure are Greek and English and all information and all documents from the Contractor to the Project Owner and its Technical Advisors shall be drawn up either in Greek or in English, or accompanied by a lawful Greek or English translation.
- 5.2 Moreover, all written and oral arrangements between the tenderers, Tender Committee and PPA shall also be in either Greek or English.

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

- 6.1 All overheads, Contractor benefit (18%), etc. and taxes, customs duties, etc. must be included in the tender. VAT shall be paid by the Project Owner.
- 6.2 Payments shall be made each month after detailed quantity surveys are prepared and approved by PPA SA. The contractual consideration is payable in Euro.

Article 7 : Folder Participation Content

- 7.1 The tenderers' offer must include inside, two (2) sealed folders as follows:
- i. Participation documentation folder which will include the participation letter of guarantee of article 13, all participation documents referred to in [7](#) of this Call and also an electronic copy of the entire participation documents (in pdf format). Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.

- ii. Financial offer folder (by filling in the financial offer template – ANNEX IV) and also an electronic copy (in pdf format) and in excel format. Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.

Important Notes:

- a) In case of a joint venture or grouping of Contracting Enterprises, a statement or even a private agreement signed by the legal representatives of the members must be submitted for their intention to set up the Consortium. The participation rates of the joint members shall also be stated.
 - b) All pages of the original dossier to be clearly and consecutively numbered (i.e 1 - xxx) and the electronic version to be scanned with the same numbering.
- 7.2 The Committee reserves the right contact any Public Authority or Body in order to request clarifications about information submitted and to supplement it and Candidates are obliged to respond to that request within the deadline specified by the Committee.
- 7.3 The Committee and PPA reserve the right to carry out checks, to verify the correctness and truth of the information which is submitted and to request the assistance of all competent departments/bodies in that regard.
- 7.4 Comments, conditions, terms or reservations which are entered shall be treated as reservations to the terms of this tender procedure and shall result in the tenderer who entered them being disqualified.

Article 8. Suspension – Cancellation of Tender Procedure

- 8.1 PPA is not obliged to finally award the contract and is entitled to assign it or not, to postpone, repeat or cancel the procedure for choosing a Contractor in whole or in part at any stage, without any obligation to pay a fee or remuneration to Candidates.
- 8.2 Where the procedure is postponed, repeated or cancelled, financial offers which have already been submitted will be returned to the Candidates upon written request. If candidates do not come forward within the deadline specified by the Committee, the offers will be destroyed.
- 8.3 Candidates participate in the tender procedure at their own responsibility and are not entitled to any compensation for expenditure relating to participation in the tender procedure, and for preparing and submitting the tender.

Article 9: Presumption resulting from the participation in the procedure

- 9.1 Submission of an offer in the tender procedure will constitute a presumption that each Candidate been apprised of the present invitation and of all its terms and of all the Tender Documents and information and is fully aware of the project implementation conditions. In particular, the candidates are obliged to fully apprise themselves of all project implementation conditions including all those specified in this Article and consequently submission of a tender in the tender procedure shall be a presumption that:
- (i) They have checked, are aware of and accept all technical and local conditions at the project and in particular in the Piraeus area.
 - (ii) The interested parties may visit the site during the tender period. Regardless the above site visits the Tenderer acknowledges that all necessary local and independent assessments have been made of the physical and environmental conditions and has obtained its own information on all matters and things that may in any way influence it in submitting a financial offer and in completing the project per contract's conditions.
 - (iii) They have also examined, know and accept the needs of the project.

- (iv) They have checked and are aware of the conditions and restrictions on navigation in the wider area.
 - (v) the Candidates fully and unreservedly guarantee the accuracy of their financial offer and with the framework agreement to be signed, **the Contractor must expressly waive any right to rely upon or request any adjustment in its fee for any reason.**
 - (vi) Moreover, the Candidates unreservedly accept that if chosen as Contractor they will unreservedly undertake to provide their services in full compliance with all terms, studies, etc.
- 9.2 Any failure by the Candidate to be informed about all the above issues and requirements using all information possible, is at its own exclusive responsibility and shall not release it from liability and its obligation to comply in full with its contractual obligations if chosen as the Contractor for the Project.
- 9.3 Candidates are not entitled to any remuneration for expenses incurred relating to the compilation and submission of information mentioned herein, such as tender dossiers, etc.

CHAPTER II

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

- 10.1 Project Title:
Receiving and handling of Central Port's dredged materials at proper land or other licenced installations
- 10.2 Project implementation location:
Port of Piraeus, Attica.
- Estimated quantity:**
Up to 260.000 m³ (approx. 500.000 tons)
- 10.3 Brief description and key features of the project:
The scope of the project is the receiving and handling of central Port's dredged materials at proper Land or other licenced installations. The dredged materials will be produced by the relevant dredging works that will be conducted in the framework of depths maintenance works in the Central port of Piraeus. The contractor will receive the dredged materials for further handling and final treatment. The proposal of the technical solution and the methodology of the management of the dredged materials and the licensing of the solution proposal will consist contractor's obligation and will be carried out at its own cost and will be reviewed and scored by PPA competent team.

Article 11: Deadline for Implementing the Framework Agreement Services - Breach of Project Implementation Terms - Penalties

- 11.1 Period for the provision of Services:
The Services will be carried out in connection and parallel with ME07 project implementation and will last a max. of approximately (555) calendar days from the start of the works according to the contract terms. It is highlighted that the time schedule of the project and the spaces which will be made available to the contractor for fulfilling its contractual obligations will be directly connected and dependent from PPA SA operational scheduling, as well as with the executed projects whose works may be combined with the present project and based on the applicable environmental conditions. The contractor is obliged to adapt the works time schedule implementation based on the above considering at the same time the timely completion of the Project in total.

- 11.2 The Project Owner shall be entitled to terminate the contract where that deadline expires in accordance with the special conditions of contract and the schedule, and contractual extensions will be not permitted under any circumstances.
- 11.3 Interested Parties should be aware as of now that all cases where deadlines referred to in the contractual schedule for the project are not complied with, a penalty shall be applied to the Contractor payable to PPA S.A. under the terms of this article, irrespective of any loss suffered by PPA S.A. due to such delay.
- 11.4 No penalty clause will be imposed:
- i. When the delay is proven to be caused by a breach of an express contractual obligation of PPA or by any action by PPA in breach of contract or by an event of force majeure, as such events are defined in Article 23 of the Concession Agreement.
 - ii. When the extension is expressly provided in the Contract with the Contractor with the term of no penalty clause being imposed.
- 11.5 Penalties shall be calculated as follows:
- i. For a delay of up to forty (40) days from the end of the contractual deadline for completing the project, the sum of € 1,500.00 shall be seized per calendar day as a penalty.
 - ii. For each day of delay after the period of the previous subparagraph, the penalty is agreed at three thousand euro (€ 3,000.00) per calendar day.
 - iii. Where the penalties amount to the performance bond figure stated in paragraph 14.7 below, provided that there continue to be grounds for imposing a penalty, PPA S.A. shall be entitled to terminate this Contract due to the Contractor's fault, in which case the said bond shall be seized.

Article 12: Submission of financial offer

- 12.1 The Candidates shall submit their financial offer by filling out the price list, in accordance with the terms of the present article. Contractual unit cover all direct or indirect costs of the Contractor and constitute remuneration in full for carrying out all work.
- 12.2 Each Candidate Party may only submit one financial offer.
- 12.3 The prices offered shall be expressed in euro (€), shall be presented to 2 decimal places, shall not include VAT and shall be binding on the Tenderer during such time as the offer is valid.
- 12.4 The prices quoted must be in full compliance with the terms of the Tender, shall be fixed and not subject to increase for any reason whatsoever, throughout the duration of the Contract and the eventual extension thereof
- 12.5 The Financial Proposal Form must be, under exclusion penalty, complete, numerical and holographic (in respect to the total bid), typed, signed by the Tenderer's legal representative with the company's stamp (or of the company's members its members in the case of a grouping) on each page and bearing no corrections (erasures, deletions, etc.).
- 12.6 In case there are calculation errors (regarding the sum of the amounts) in the Financial Proposal Form, the Tender Committee will correct the numerical calculations and use the Tenderer's corrected financial offer to evaluate the Offers.
- 12.7 The Tenderers' "Financial Offer Dossier" must include the Financial Proposal Form in accordance with the terms of the tender and APPENDIX V.
- 12.8 The Committee reserves the right to request additional clarifications about the above information and to supplement it, and Candidates are obliged to respond to that request within the deadline specified by the Committee.

Article 13: Bonds / Guarantees

13.1 The guarantees required (participation and performance) for this tender procedure may be in one of the following forms:

- Letters of Guarantee in accordance to Annexes I & II
- Deposit to PPA (one of the following PPA bank accounts) as a guarantee of the respective amount of money.

ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ:	GR1501101900000019050500651
ALPHA BANK:	GR71 0140 1250 1250 0232 0006 462
EUROBANK:	GR4902600250000440201113841
ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ:	GR85 0172 1140 0051 1403 2172 486

- A counter balance letter of guarantee with the participation of a second bank in the basic relationship of the letter of guarantee between the issuing bank and the recipient of the guarantee.
- 13.2 The bonds shall be addressed to the Project Owner, and in the event of a Joint Venture or Grouping must be common to all members hereof.
- 13.3 Errors or omissions in the title of the project or the person in whose favour the bond is provided will not lead to disqualification provided no confusion is caused.
- 13.4 The tender participation letter of guarantee will amount to ten thousand euro (10.000,00 €) of one hundred twenty (120) days duration last date for submission of the offer.
- 13.5 The tender participation bond shall be seized by the Project Owner if, while it is in effect, (a) the tenderer withdraws its tender or (b) the interim Contractor does not submit the award documentation in good time or does not come forward in good time to sign the contract or (c) the above persons provide false evidence or information relating to the grounds of disqualification.
- 13.6 The participation bond will be returned (after discussions with the competent Projects Department):
- (a) to the Contractor when the performance bond is submitted and
 - (b) to prequalified parties within 5 working days of the tender procedure being completed in accordance with article 19.
- 13.7 For the contract signing the submission of an open-ended good performance guarantee letter amounting to one hundred thousand euro (100.000,00 €), not including VAT.
- All bank guarantee letters, remaining in the hands of the owner (will be returned to the Contractor after completion of all terms of the contract.
- 13.8 In the case of a grouping, the guarantees must also be joint guarantees for all members.
- 13.9 At the Contractor's option, the bonds may be issued by one or more Acceptable Institutions including TMEDE.

Article 14: Tender validity period

The expression of interest and offer must bind Candidates for at least ninety (90) days from the last date for submission of the offer.

CHAPTER III

Article 15: Eligible parties for the tender procedure

16.1.1 Eligible to participate in the Tender are legal entities/companies, as well as consortiums and joint ventures, possessing the qualifications and satisfying the criteria set out in article 16 below.

IMPORTANT NOTE 1:

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

Article 16: Selection criteria

16.1 Criteria for qualitative selection (ON/OFF criteria)

Each Candidate which participates in the tender procedure, upon penalty of disqualification for that tender procedure, to have the following professional qualifications:

1. Certificates which show that the Contractor is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership, or bankruptcy compromise, that the Contractor's operations have not been suspended or that it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)
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 Societe Anonyme or the natural persons exercising management functions in all other cases must not have been convicted on the basis of a final judgement for:
 - a) participation in criminal organisations within the meaning of Article 2 of Council Framework Decision 2008/841/JHAJoint
 - b) bribery within the meaning of Council Framework Decision 2003/568/JHA.
 - c) fraud within the meaning of the Directive (EU) 2017/1371
 - d) money laundering within the meaning of Article 1 of by the Directive 2005/60/EC
 - e) terrorism or terrorism – related crimes as defined in Articles 1 & 3 of of Council Framework Decision 2002/475/JHA;
 - f) child labour and other offences concerning trafficking in human beings, as defined in Article 2 of the Directive 2011/36/EC;
 - g) embezzlement, fraud, extortion, forgery, perjury, bribery, fraudulent deliberate bankruptcy, according to the Greek 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 engaged in activity in Greece) or in accordance with the law of country of establishment.
4. They must have fulfilled tax obligations in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.
5. They must not have committed a disciplinary offence the penalty for which was deprivation of the right to participate in tender procedures (tender procedures for public works).

6. The company (or any other legal person or natural person associated directly or indirectly with it in a manner which, at the Project Owner'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 PPA project or one belonging to another company in the same group to which PPA belongs.

16.1.1 Conflict of interest:

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

16.2 **Financial and economic standing criteria (ON/OFF)**

Upon penalty of disqualification, each tenderer must meet the following financial criteria:

- a) Its total operating results before taxes during the three (3) last financial years (2018, 2019 & 2020) to be positive .
- b) Its annual turnover (updated average of last 3 audited financial years), are, equal to or more than 1 million euros (1.000.000 €) euros.

IMPORTANT NOTE 2:

In the case of companies' consortiums or joint ventures, Criterion 16.1 and 16.1.1. shall be fulfilled by and every member of the consortium or the joint venture.

IMPORTANT NOTE 3:

In the case of In the case of companies' consortiums or joint ventures criteria of 16.2 must be met cumulatively by all of its members.

16.3 **Technical skill criteria (ON/OFF)**

1.1.1 **Technical Adequacy (PASS/FAIL process)**

Suitability to Pursue the Professional Activity.

A Candidate will be disqualified if it does not fulfil the prerequisite of evidencing qualification to provide Complete Services.

1.1.2 **Licenses**

A Candidate will be disqualified if it does not have the following licenses and certifications issued by the competent bodies of the country of establishment or the country to which offers the Complete Services:

- i. Registration in the National Register of Waste for the collection and transport of non-hazardous waste.
- ii. Registration in the National Register of Waste for the collection and transport of hazardous waste, or in-force collaboration agreement/s for the collection and transport of hazardous waste.

- iii. Insurance Contract in valid on liability for third parties and the environment restoration in case of damage with a minimum value amount of 100,000.00€ covering the activity of collection and transport of non hazardous waste.
- iv. Approval Decision of environmental terms and operating license of the waste management Installation including indicatively but not limited to and EWC 17 05 06 (excavation products others than those mentioned in EWC 17 05 05) and EWC 17 09 04 (mixed construction and demolition wastes others than those mentioned in EWC 17 09 01, 17 09 02, 17 09 03). In any case the EWC must be in compliance with the needs of the specific project.
- v. Approval Decision of environmental terms and operating license of the waste management Installation including indicatively but not limited to and EWC 17 05 05* (excavation products containing hazardous substances), or in-force collaboration agreement/s with a hazardous waste treatment facility. In any case the EWC must be in compliance with the needs of the specific project.
- vi. Proper licences for equipment and trucks of collection and transport.

1.1.3 Regarding the Land installation for the dredged materials treatment.

The Candidate must either own a duly licensed and operating Land Installation to be used for the final treatment of the dredged materials (waste treatment) or in case such installation is not under the Candidate's ownership an in-force collaboration agreement between Candidate and the Land Installation. The Land Installation shall have treated/processed quantities of at least 20.000 m³ (approx. 40.000 tons) of non-hazardous waste in a period of one year during the last three years (2019, 2020, 2021), from which the facility shall have treated/processed quantities of EWC 17 09 04 of at least 10.000 m³ (approx. 20.000 tons) in a period of one year during the last three years (2019, 2020, 2021)

1.1.4 Previous experience

The Candidate should have as a minimum evidence of its technical adequacy at least two contracts over within the last ten (10) years regarding the provision of collection and transportation of solid waste residues including but not limited to EWC 17 05 06 and or EWC 17 09 04. In any case the EWC must be in compliance with the needs of the specific project.

In case a Candidate wishes to benefit from previous experience in order to prove his technical adequacy as described in this paragraph then that experience must refer to a previous project during which the Candidate was an awarding or contracting party of a minimum 50% participation percentage directly with the Awarding Authority of the project and not a subcontractor of a contractor. In addition if the Candidate was a member of a consortium or joint venture while executing the similar services in the citing experience, the Candidate must have been participating in that consortium or the joint venture with a similar contribution, as the one offered by themselves and required in the current Tender.

1.1.5 ISO

Throughout the term of the agreement with PPA, the Candidate will be requested to provide its services in conformity with a:

- a) Certification of an environmental management system according to ISO 14001:2015, stating the specific subject of services (for example collection, transport and management of non-hazardous waste.
- b) Certification of a quality management system according to ISO 9001: 2015, stating the specific subject of services (for example collection, transport and management of non-hazardous waste.
- c) Health and Safety Certification OHSAS 45001: 2018, stating the specific subject of services (for example collection, transport and management of non-hazardous waste.
- d) Certification of a Road Traffic Safety system according to ISO 39001:2012 stating the specific subject of services (collection, transport and management of non-hazardous waste.

IMPORTANT NOTE:

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

1.1.6 Liability insurance coverage.

Throughout the term of the agreement with PPA, the Contractor will be requested to be insured against employer's liability and third party liability (including pollution) as the relevant terms and provisions will be in the relevant agreement between the two parties.

IMPORTANT NOTE 5:

In the case of companies' consortium or joint venture, the Technical Adequacy Criteria of article 16.3 must be fulfilled by all of its members.

1.2 The Technical Proposal for the execution of the framework agreement services

1.2.1 The candidate will submit on the sanction of the rejection of the Offer a Technical Proposal, which shall include at least the following information:

- (a) A description of the Methodology which shall be used for the execution of handling Services
- (b) A description of the Land Installations which shall be used for the provision of the Complete Services.

Article 17: Participation documentation

17.1 Qualitative selection documentation

A) Each Candidate which participates in the tender procedure, on its own or as a member of a Joint Venture or grouping, must submit the following supporting documents:

17.1.1 shall include the following documents, on the sanction of rejection of the Offer:

- a) A brief description of the Candidate's organisation and means;

- b) A recent certified copy of certificate of incorporation (or equivalent), issued within the last 6 months from the date of the Tender;
- c) A certified copy of the codified statutes/by laws (or equivalent) in force, along with a certificate of statute amendments issued by the competent authority or court (or equivalent document);
- d) Official proof of the establishment of the Candidate's management body in force;
- e) Official proof that the person signing the Offer is legally binding the Candidate, in case the Offer is not signed by the person specifically authorized for this reason, as per the below item (f);
- f) The Candidate's competent management body's decision to participate in the Tender, submit the Offer, appointing its Authorized Representative to specifically sign and submit the Offer and acknowledging all the pre-contractual liabilities and obligation for every matter regarding their participation in the Tender and the conclusion of the Sub-concession Agreement;

The ability of the aforementioned management body to bind the Candidate by its decision as well as the certification authority of the competent body that may have certified the copy of the aforementioned decision, must be proven by the authorization documents mentioned herein.

- g) In case of consortiums or joint ventures, a notarial deed, under which their members will:
 - i. appoint their common representative, who will represent the Candidate, sign and submit the Offer and will act on behalf of the Candidate regarding all relations to PPA upon the awarding of the Sub-concession Agreement;
 - ii. appoint the procedure agent (in Greek "αντίκλητος"), habitant of Greece, who has knowledge of the Greek language, for receiving all documents notified regarding the conduction of the Tender;
 - iii. declare their participation percentages as well as the distribution of labour among the members of the consortium/joint venture.

In the notarial deed it will be declared that the aforementioned persons referred in (i) and (ii) accept their appointment.

- h) A Binding Declaration of the Candidate stating that:
 - i. meets (as well as every member of the management or supervisory body or every person that has powers of representation, decision or control therein) the Personal Situation Criteria of para 16.1.2, 16.1.3, 16.1.4, 16.1.5, 16.1.6;
 - ii. meets (as well as its major shareholders and its key Personnel) the Personal Situation Criteria of para 16.1.1;
 - iii. meets the economic and financial adequacy criteria of para 16.2;
 - iv. meets the technical adequacy criteria of para 16.3;

- v. is fully aware of the contents of the Tender Documents and unconditionally and unreservedly accepts their terms;
 - vi. acknowledges that its participation in the Process takes place at its sole risk and expense and that the participation as such does not establish any right to compensation from PPA or PPA's personnel;
 - vii. acknowledges that disqualification from the tender or failure to succeed in the tender does not create any right to compensation for the Candidates;
 - viii. acknowledges all the pre-contractual liabilities and obligation for every matter regarding their participation in the Tender
 - ix. throughout the term of the agreement with PPA, the contractor will be insured, according to para. 9.3.5.
- i) Details of the procedure agent (in Greek "αντίκλητος") appointed by the Candidate to act as a contact person for all communications between the PPA and the Sub-concessionaire, including name, address, email address, phone and fax numbers and email address;
 - j) Full contact details for the Candidate's Authorized Representative (including full name, address, phone and fax numbers and email address);
 - k) The Tender Participation Guarantee as stipulated in article 14 above and
 - l) Certified copies of current Tax and Social Insurance Compliance Certificate, or equal evidence in accordance with the law of place of the Candidate's establishment.

1.2.1.1 **Subfolder A2** shall include the following documents (original or duly certified copies, where applicable) as evidence of compliance with the Criteria described in para 9.2 and 9.3, on the sanction of rejection of the Offer:

1.2.1.1.1 **Financial adequacy**

In order to prove the financial adequacy of article 16.2 the Candidates must submit Published and audited financial statements of the last three (3) audited financial years (2018, 2019, 2020) or, in case of Candidates, who do not bear, according to law, the obligation of financial statements publication, certification of a certified auditor regarding their financial situation, which shall prove the required information as well as every other information proving the financial adequacy criterion. If the Candidate is a parent company, consolidated financial statements of the last three (3) audited financial years should also be submitted.

1.2.1.1.2 **Technical adequacy**

In order to prove the technical adequacy of **paragraph 9.3** above, the Candidates must submit:

- a) A certificate of registration of Candidate with a professional registry in their country of establishment.
- b) Evidence of qualification of the Candidate to work as provider of Services of waste management (collection, transport, treatment etc) (in the country of its establishment or/and in

the country where the technical experience has been acquired), including at minimum the following legally validated licenses/ certificates:

- i. Registration in the National Register of Waste for the collection and transport of non-hazardous waste including but not limited to EWC 17 05 06 and EWC 17 09 04. In any case the EWC codes must be in compliance with the scope of the project.
 - ii. Registration in the National Register of Waste for the collection and transport of hazardous waste, or in-force collaboration agreement/s for the collection and transport of hazardous waste.
 - iii. Insurance Contract in valid on liability for third parties and the environment restoration in case of damage with a minimum value of 100.000€ covering the activity of collection and transport of non-hazardous and/or hazardous waste.
 - iv. License for the collection and transport of hazardous waste;
 - v. Approval Decision of environmental terms and operating license of the waste management Installation including but not limited to EWC 17 05 06 and EWC 17 09 04. The EWC codes must be in compliance with the scope of the project.
 - vi. Approval Decision of environmental terms and operating license of the waste management Installation including indicatively but not limited to EWC 17 05 05*, or in-force collaboration agreement/s with a hazardous waste treatment facility. In any case the EWC must be in compliance with the needs of the specific project.
 - vii. Proper licences for equipment and trucks of collection and transport
- c) A table of similar prior experience as defined in the above para. 9.3.3 showing the operator (waste producer or owner, port authority, port operator or any other .), the contact details of the operator, a brief description of the services, duration and percentage of participation in the provision of solid waste reception facilities;
- d) A Binding Declaration to ascertain the accuracy of the information given in the aforementioned table;
- e) Certificates or Protocols of good performance or legally validated copies of the relevant contract(s), otherwise extracts thereof, which shall include the required information (port authority, port operator etc.). Each of the above must include sufficient information (at least subject, duration, provider, contracting authority, place of rendering the services, traffic, volume, categories) as sufficient proof for the technical experience described in above para 9.3.3
- f) The below certifications of Management Systems stating the specific subject of services (collection, transport and management of non-hazardous waste):
- i. Certification of an environmental management system according to ISO 14001: 2015
 - ii. Certification of a quality management system according to ISO 9001: 2015 Certificate,
 - iii. Certification of a Health and Safety Management system according to ISO 45001:2018
 - iv. Certification of a road traffic safety management system according to ISO 39001:2012.

- g) A certificate attesting to the existence of valid professional liability insurance policy in accordance with the criteria of paragraph 9.3.5.

In case a candidate owns/ operates a Land Installation:

- i. The decision approving environmental terms and the operating license (proving also the location of the installation)
- ii. The registration in the Electronic Waste Register (EWR) of a Non-Hazardous Waste Management Facility/Facilities, which will be able to manage indicatively and not restrictively to non-hazardous waste under the EWC 17 05 06 and EWC 17 09 04. In any case the EWC must be in compliance with the needs of the specific project.
- iii. Annual report regarding year 2021 issued by the Electronic Waste Register proving that the Installation has treated/processed quantities of at least 20.000m³ (approx. 40.000tons) of non-hazardous waste during 2021, of which at least 10.000m³ (approx. 20.000tons) are indicatively and not restrictively to non-hazardous waste under the EWC 17 05 06 and EWC 17 09 04. In any case the EWC must be in compliance with the needs of the specific project.
- iv. If installation is not under Candidate's ownership the in-force collaboration agreement between Candidate and said installation.

1.2.2 SUB-FOLDER OF TECHNICAL PROPOSAL

- 1.2.2.1 The parts of the Technical Proposal described herein constitute the minimum mandatory content of the Technical Proposal which Candidates are required to submit under the terms and conditions set out herein. **The checking procedure of the Technical Offer will be based solely on the consideration by PPA of the completeness of the mandatory submission information (on/off procedure) and will not be evaluated in any other manner than the aforementioned.** Technical Proposals that do not include all mandatory submission information are considered inadmissible and the Candidate who submitted them shall be excluded from the tendering procedure.
- 1.2.2.2 The Folder of the Technical Proposal shall include the following mandatory submissions, which will form the sole basis for the evaluation of technical offers, in accordance with the terms hereof.

The Folder of the Technical Proposal shall contain the proposed Applied Methodology for the Provision of Services including a timeframe for the completion of the services and a detailed flowchart for the works and methods as well as a detailed description of all the stages of handling of the dredged materials (per waste category EWC). Supplementary, in the above flow chart shall be denoted per phase the technical characteristics and the performance of the equipment that will be used.

The structure of this technical report should be consisted of the following sectors:

1. Methodology for the delivery and the transport to the land installations
Methodology of management :treatment, Recovery and/or final disposal
2. Documentation of the waste management

A. Implemented Quality, Environmental Protection and Occupational Health & Safety Policy.

To provide documentation regarding the implemented Quality, Environmental Protection and Occupational Health & Safety Policy

B. Preparedness, response and contingency plan for the management of pollution resulting from accident, damage or damage to Candidate's means and equipment.

The Contingency Plan shall cover all the delivery, transport and treatment phases (transition and Installation period) The Contingency plan shall include at least:

- a) Tables of emergency personnel teams with the respective responsibilities of each person;
- b) Means of communication;
- c) Emergency pollution response means and equipment;
- d) Elaboration of pollution scenarios.

C. Technical report on efficiency assessment.

To provide documentation regarding Technical report on efficiency assessment

Part 2 – “Description of Land Installation (s)” shall include the general description of the offered Installations and technical specifications in two categories: 1) Technical description & Specifications and 2) Licensing.

1. Technical Description & Specifications

A detailed description of the Land Installation that the Candidate will have at its disposal for the well performance of the services.

Land Waste Installation

The following legally validated copies shall be submitted:

- In-force Collaboration Agreement between the Candidate and the Installation (if not owned by the Candidate).
- Appropriate Environmental Approval (including the specific EWC code of the waste of the Tender);
- Operating license;
- Registration Certifications as Activity and as Installation in the Electronic Waste Registry;

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

1.2.4 Offers must not have scrapings, erasures, additions, corrections. If there is any addition or correction on the offer, such must be written clearly and initiated by the Candidate’s Authorized Representative, whilst the competent unit for the acceptance and unsealing of the offers, during the inspection thereof, initials and stamps any correction or addition. The Offer is rejected when there are corrections therein, which make the offer unclear, at the judgement of the unit evaluating the Offers.

Article 18. Award criterion - Selection of the Contractor

The criterion for award of the Contract is the most advantageous combination of financial - technical offer.

The evaluation committee appointed by PPA shall evaluate the proposals on the basis of their responsiveness to the requirements set by this call, applying the evaluation criteria as follows:

Evaluation of Technical Proposal/ Technical Score:

- (i) Technical proposal for dredged materials receiving and handling services: up to 60 points
- (ii) The capacity to carry out the services in less time than the time defined in para 11.1 herein: up to 30 points
- (iii) Preparedness, response and contingency plan for the management of pollution resulting from accident, damage or damage to Candidate's means and equipment: up to 10 points.

Technical Score (St) = 100 Total Maximum Points

The formula for determining **the Financial Score (Sf)** shall apply as follows:

Sf = 100 X FM/F

Where:

- Sf is the financial score;
- FM is the lowest priced Financial Proposal and
- F is the price of the proposal under consideration.

Proposals will be ranked according to their **combined technical (St) and financial (Sf) scores** using the weights:

Where:

- T = the weight of 80% given to the Technical Proposal;
- P = the weight of 20% given to the Financial Proposal; and
- T + P = 1.

The combined technical and financial score, S, is calculated as follows: -

S = St x T % + Sf x P %

The Candidate achieving the highest combined technical and financial score (S) will be ranked first and will be the Temporary winning bidder. In the event of an absolute tie the Candidate with the highest Sf score will be ranked first and will be the Temporary winning bidder.

- 18.1. The tender procedure comes to an end upon signing of the Contract, when the Contractor is obliged to provide the Project Owner with a performance bond and get the participation bond back.
- 18.2 It should be noted from this stage of the tender procedure that once the Contractor receives the award decision, within no more than fifteen (15) working days he will be asked to sign the Contract and two (2) working days before signing it to submit the following supporting documents for inspection:
 - i. Legalisation documentation for the Contractor ¹:

¹ A full set of legalisation documents shall be submitted for the Contractor if they have changed from the date on which the financial tender was submitted. If updated copies are not submitted by the Contractor,

- ii. A certified copy of the Contractor's joint venture agreement (only in the case of a joint venture)
- iii. Certificates which show that the Contractor is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership, or bankruptcy compromise, that the Contractor's operations have not been suspended or that it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)²:
- iv. Minutes from the Board of Directors³ of the Contractor, duly signed, which declare:
 - (a) its decision to accept award of the Contract,
 - (b) the appointment of the Contractor's representative, who is authorised to sign the Contract and act on the Contractor's behalf during implementation of the Contract.
- v. A solemn declaration from the Contractor's representative that:
 - (a) he accepts the validity of his appointment unconditionally and unreservedly.
 - (b) the Contractor took account of all relevant terms of the contractual documents, which it unreservedly accepts in their entirety, including 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 project owners - contracting bodies have no manner of claims against it for disputes which arose due to delays, poor workmanship, forfeiture, or other disputes related in any manner to implementation of the project.
- vi. An insurance certificate signed by the insurance company or insurance broker in accordance with the provisions of paragraph 20.2(h) of the special conditions of contract. The insurance contract is to be submitted by the Contractor to the Project Owner no later than 30 days from the signing hereof, along with proof of payment of the first premiums 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 PMD for inspection and approval.
- viii. Any subcontracting agreements⁴.
- ix. Tax clearance form.
- x. Social security clearance form.

18.3 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 specified above or set by the Project Owner, PPA S.A. shall be entitled to cancel award of the contract to that Contractor and to select the next lowest bidder.

they are deemed not to have been amended and the ones submitted along with the tender shall remain in effect. In this case, the Contractor is obliged to submit a Solemn Declaration with the above content,

²*Note that the corresponding certificates (on not being bankrupt, in liquidation, etc.) issued by the competent authorities of the country in which the Contractor is established must continue to be valid on the date the Contract is signed. If the said certificates are not issued by the relevant country they may be replaced by a sworn statement or if there is no provision for such, by a solemn declaration before a judicial or administrative authority, notary public or competent professional body of the country of origin or provenance.*

³ *Or other competent decision-making body.*

⁴*Only submit the relevant documents in the case where use of subcontractors is stated in accordance with the provisions of Chapter IV of the call for expressions of interest.*

Article 21: Contractor's obligations Miscellaneous provisions –

Interested Parties must be aware, among other things, of the Contractor's obligations (as set out in the contract documents) shall include but are not limited to the following:

21.1 The contractor is obliged to provide to PPA all the documentation and evidence proving the proper delivery and management of the dredged materials. Indicative evidence:

-Report of waste characterisation and categorisation

-Delivery notes and/or other documentation of transport

-Weighing notes

-Receipts of delivery, treatment ,final disposal or/and recovery issued by the licenced and declared land installations

21.2 Due to the direct relationship between the execution of this project and the construction of the project "Dredging of Central Port" and the tight timeschedules, the Contractor of this Project must, in relation to the locations and to the timing of deposition of the dredging materials, to cooperate with the Contractor of the project " Dredging of Central Port ".

21.3 Staff insurance: The Contractor must have all its manual staff insured with the IKA Fund or other social security provider, where its staff do not fall within the IKA Fund's remit.

21.4 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 to do the same for all manner of materials from delivery to integration into the project, worksite facilities, and any existing adjacent property of the Project Owner and PPA S.A., which is directly related to the project being built, and described in the contractual documents.

21.5 The Contractor shall have the exclusive civil, penal and administrative liability for complying with the laws and applicable policing provisions and is obliged to promptly notify the Competent Projects Department and Project Manager of the decrees or orders which are sent or notified to it while the project is being implemented by various authorities, relating to inspection, safety, noise pollution, maritime environment protection measures, and so on.

21.6 The Contractor will be responsible for implementing the environmental terms and conditions of Approval Decision of Environmental Terms of PPA (ref. no ΥΠΕΝ/ΔΙΠΑ/94701/5991/11/12/2020 (AEPO 2020) related with the current project under the scope of the Tender.

21.7 The Contractor shall be solely and exclusively responsible for carrying out works and for integrated materials which will be used, in accordance with the terms of the Contract and other contractual documents.

21.8 The Contractor shall be obliged:

(a) to install signs and notices at worksite locations and 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, to accept staff from the supervisory department to regulate the flow of traffic.

21.9 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 in criminal and civil law for all accidents which are due to the failure to comply with or improper compliance with the necessary safety measures.

- 21.10 The Contractor shall be obliged to safeguard at own expense, machinery, tools or materials delivered by the Project Owner 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 In addition, any other obligations deriving from the Concession Agreement between the Hellenic Republic and PPA S.A. (Law 4404/2016 as it is in force) shall apply to the Contractor without any additional remuneration being payable.

Article 22: Final Provisions

- 22.1 PPA S.A. undertakes to take suitable measures to (a) effectively prevent, (b) identify, and (c) rectify any conflicts of interest arising during the contract award procedures to avoid any distortions in competition and ensure equal treatment of all economic operators.
- 22.2 PPA S.A. undertakes to comply in full with the principles of confidentiality and secrecy in relation to data and information from Candidates which come to their knowledge during this Tender Procedure which is considered to be confidential.
- 22.3 PPA 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 The applicable law concerning the present Call as well as the Contract to be signed is the Greek Law.

Piraeus, date August 2022

ANNEX I – TENDER PARTICIPATION GUARANTEE LETTER

Corporate Name of Acceptable Institution:
Address:
Date of issuance:

To:
Piraeus Port Authority S.A. (PPA S.A.)/ Procurement Department
10, Akti Miaouli
185 38, Piraeus Greece

PARTICIPATION GUARANTEE LETTER NUMBER: EURO

We are honoured to notify you that we hereby expressly, unreservedly and irrevocably guarantee, waiving the benefit of division and discussion, our right to invoke any of the objections of the prime obligor, including personal and non-personal objections and, in particular, any objection provided for under Articles 852-856, 862- 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles and any other provision of law, in favor (in the case of an individual company) of the Company

Address

Or (in case of Union of Joint Venture) of Companies:

1...../ Address

2...../ Address

Members of the Union or the Joint venture, individually for each one and Jointly and severally liable to each of them in their capacity as members of a Union or a Joint Venture and up to a sum of, their participation in the tender procedure of PPA SA. for the construction of the Project “.....” in accordance with Call of Expression of interest reference number/.....

The present Guarantee covers throughout its duration cover only the obligations arising out of participation in the above mentioned tender (in the case of an individual company) of the said company or (in the case of a union or a Joint Venture) of the Union or Joint Venture companies individually for each of them and as jointly and severally liable to each other according to their capacity as members of a Union or a Joint Venture or a Partnership.

The above mentioned amount will remain at your disposal and we will pay it to you in accordance with your instructions in whole or in part without any demurral or objection from us and without investigating the justification of your claim, within three (3) days of your written notification.

We agree to extend the warranty period upon your written request, provided that it is submitted to us before the expiry date below.

This present letter of guarantee is valid until

This Guarantee is subject to Greek Law and to the exclusive jurisdiction of the Courts of Piraeus.

We confirm that we are responsible for issuing the present letter of guarantee and that there is no violation of the provisions regarding the maximum amount limit of issuance of letters of guarantee by our Bank.

(NOTE: For the Bank: the term of validity of the letter of guarantee must be longer than thirty (30) days of the offer validity period, ie 90+ 30 = 120 days).

(Authorized Signature)

Respectfully,
For [Eligible Bank]
[Authorized Signatures]

ANNEX II – GOOD EXECUTION GUARANTEE LETTER

Corporate Name of Acceptable Institution:
Address:
Date of issuance:

To:
Piraeus Port Authority S.A. (PPA S.A.)/ Procurement Department
10, Akti Miaouli
185 38, Piraeus Greece

GOOD PERFORMANCE LETTER OF GUARANTEE NUMBER: EURO

We are honoured to notify you that we hereby expressly, unreservedly and irrevocably guarantee, waiving the benefit of division and discussion, our right to invoke any of the objections of the prime obligor, including personal and non-personal objections and, in particular, any objection provided for under Articles 852-856, 862- 869 of the Greek Civil Code and waiving also any and all of our rights under the said Articles and any other provision of law, in favor (in the case of an individual company) of the Company

Address

Or (in case of Union of Joint Venture) of Companies:

1...../ Address

2...../ Address

Members of the Union or the Joint venture, individually for each one and Jointly and severally liable to each of them in their capacity as members of a Union or a Joint Venture or a Partnership and up to the amount corresponding to 5% (calculated without including VAT), for the good performance of all their obligations deriving from the terms of the contract for the construction of the Project “.....”.

The present letter will remain at your disposal and will pay it to you in whole or in part, in accordance with your instructions, without any objection or demurral from us and without investigations the justification of your claim within three (3) days of your written notification.

The present letter is valid until it is returned back from your side or until we receive from you written statement with which it will be considered that our Bank is free from any liability whatsoever.

This present Guarantee is subject to Greek Law and to the exclusive jurisdiction of the Courts of Piraeus.

We confirm that by we are responsible for issuing the present letter of guarantee and that there is no violation of the provisions regarding the maximum amount limit of issuance of letters of guarantee by our Bank.

(Authorized Signature)
Respectfully,
For [Eligible Bank]
[Authorized Signatures]

ANNEX III – NON DISCLOSURE AGREEMENT (NOT TRANSLATED)

I, the undersigned,(father's name:), resident of.....
(address:), holder of Police ID card no. issued in on....., Legal
Representative of..... hereby solemnly declare the following:

1. In the context of my participation as Tenderer/Candidate in the tender procedure, I hereby commit and undertake to keep strictly and fully confidential any confidential information which comes to my knowledge in relation to the above Tender; to apply any measures necessary to prevent any unauthorised access to such information; and to not disclose such information to third parties.
3. The above obligations, which are hereby assumed 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 PPA SA for any damage that may arise from such failure.

Piraeus -... -2022

The Declarer

***This declaration must be accompanied by the company's latest Certificate of Representation (GEMH or equivalent) to show that the Declarant is a legal representative.**

ANNEX IV – FINANCIAL OFFER TEMPLATE

Candidate details

Date:/...../2022

Financial offer for the provision of receiving and handling Central Port’s dredged materials at proper Land installations.

Type of dredged material	Quantity m3/ tones	Cost per m3/ tone (euro)		Price (euro)
EWC:				
EWC:				
EWC:				
			C (Total)	

Terms

- i. The offered prices include any third-party withholdings or other charges. The price net is binding throughout the validity of the offer.
- ii. We hereby certify fully and unconditionally the accuracy of our offer, which is valid for a period of one hundred twenty (120) days.
- iii. We have gained knowledge of, and unconditionally accept, the terms of the Call for Tenders including contractor’s obligations (article 21).

On behalf of

The TENDERER
SIGNATURE

(STAMP)