



Thessaloniki, October 2022

CALL FOR OPEN TENDER

(TED 087/2022)

FOR THE PROVISION OF COLLECTION AND MANAGEMENT SERVICES FOR SHIP-GENERATED LIQUID WASTE AND CARGO RESIDUES OF VESSELS ARRIVING IN THE MARINE AREA UNDER THE JURISDICTION OF THPA SA

SUMMARY OF THE TENDER

OPEN TENDER	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main activity: Port works Address: Within the Port of Thessaloniki P.C. 54012, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat2016@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Offers	18.11.2022
Deadline for the Submission of Requests for clarifications	14.11.2022
Awarding Criterion	Most economically advantageous offer, based on the best value for money
Estimated Contract Value	€ 2,900,000 plus VAT 24%
Estimated Value of the right of extension	€ 1,160,000 plus VAT 24%
Duration of the Contract	Five (5) years with the possibility of extension for an additional two (2) years
Contact for Clarifications	Name & Surname: Giorgos Papageorgiou E-mail: gpapageorgiou@thpa.gr Telephone: +30 2310593305 Name & Surname: Konstantinos Avramidis E-mail: kavramidis@thpa.gr Telephone: +30 2310593105

Definitions

Contractor	The successful Candidate who will be selected by ThPA and who will conclude the relevant Contract with ThPA.
Waste	All waste, including cargo residues, generated during the operation of a ship or during loading, unloading and cleaning operations and which falls within the scope of Annexes I, II and IV to MARPOL Convention, as well as passively received waste.
Tender	This open tender procedure, in accordance with Article 6 of Regulation (EU) 352/2017 for the exclusive assignment of services for the management (collection, transport and treatment) of ship-generated liquid waste and cargo residues, following the previous Procedure of Limitation of Providers
Call	This Call for the provision of management (collection, transport and treatment) services for ship-generated liquid waste and cargo residues of vessels arriving in the marine area under the jurisdiction of ThPA.
Procedure of Limitation of Providers	The procedure that preceded, in application of article 6 of Regulation (EU) 352/2017, which, inter alia, includes the Proposal by ThPA dated 30.07.2021 for the limitation of the number of providers of Integrated Services and the relevant decision of the BoD/ThPA to limit the number of providers.
LETTER OF GUARANTEE	It has the meaning given to it in Article 15 hereof.
Participation Guarantee	It has the meaning given to it in Article 10.1. (ii) hereof.
Authorized representative	The legal representative of the Candidate (according to the latter's Articles of Association/Regulation) or the latter's specially authorized representative (by decision of its competent body), as the case may be, having the authority to bind the Candidate and to sign and submit the Candidate's dossier.
Association of Economic Operators	The term refers to the case of more than one legal entity submitting a Tender jointly, regardless of whether or not they have a specific legal form (e.g. a consortium).
Cargo residues	Liquid residues of any cargo material remaining on board the deck or cargo areas or in tanks after loading and unloading, including overflows and leaks during loading or unloading, excluding cargo dust remaining on deck after loading or dust on the exterior surfaces of the ship and falling within the scope of Annexes I and II to the IC MARPOL 73/78.

Financial Offer	It has the meaning given to it in Article 11 hereof.
ThPA or Contracting Entity or Company	It refers to “Thessaloniki Port Authority SA”
Integrated Services	The integrated services of management (collection, transport and treatment) of ship-generated liquid waste and cargo residues that are the object of this Call, according to the term 1.2.1 and 1.2.2. hereof.
Offer	All the data, documents and information that shall be submitted by the Candidates in the context of the Tender, in accordance with the terms of this Call.
Waste Receipt and Management Plan	The Waste Receipt and Management Plan of ThPA SA, approved pursuant to the Ministerial Decision No. 3122.3-1.8/51954/2021/16-07-2021.
Contract	The Contract to be signed between ThPA SA and the Contractor for the provision of integrated services for the receipt and management of ship-generated liquid waste and cargo residues.
IC Marpol	The International Convention for the Prevention of Pollution from Ships, 1973, as amended by the relevant Protocol of 1978 and as amended and in force.
Concession Agreement	The Concession Agreement dated 02.02.2018 between the Hellenic Republic and Thessaloniki Port Authority SA”, ratified by Law No 4522/2018 (GG A’ 39).
Technical Offer	It has the meaning given to it in Article 10.2 hereof.
Candidate or Economic Operator or Bidder	It refers to any legal entity or Association of Economic Operators interested in participating in this Tender and submitting an Offer in this Open Tender Procedure.

ARTICLE 1 - Description of the institutional framework, object and financials of the Contract

1.1 Institutional framework

This award procedure, following the Procedure of Limitation of Providers, is governed by the terms of the Call, its Annexes and in addition by the provisions of:

- a) Law No. 4522/2018 (A’ 39), ratifying the Concession Agreement;
- b) Regulation (EU) 2017/352 of the European Parliament and of the Council of 15 February 2017 “establishing a framework for the provision of port services and common rules on the financial transparency of ports”;
- c) The Contract-Sub-Concessions Regulation, which in accordance with term 5.3. thereof applies to the extent that it does not conflict with the above Regulation (EU) 2017/352, and
- d) The Regulation regarding the Tarrif Book of ThPA SA

1.2 Object of the contract

1.2.1 The Object of the Contract is:

a) The exclusive provision by the Contractor of integrated services of management (collection, transport and treatment) of ship-generated liquid waste and cargo residues of vessels arriving in the marine area under the jurisdiction of ThPA SA. In particular, the Integrated Services concern the exclusive provision of the required management services for all types of ship-generated liquid waste according to ANNEX I, II and IV of the IC MARPOL, for vessels approaching the marine area under the jurisdiction of ThPA SA and then their transfer and final disposal at the care and expense of the Contractor, in accordance with the international convention MARPOL, Law No. 1269/1982, which ratified the aforementioned International Convention, Law No 743/1977, as codified by the P.D. 55/1998, Law No. 1147/1981, Directive (EU) 2019/883 of the European Parliament and of the Council of 17 April 2019 on port reception facilities for the delivery of ship-generated waste and Ministerial Decision No. 3122.3-15/71164/2021 for the adaptation to the above Directive, and in general, the existing European and national legislation on waste management (as it applies per the EWC code), as well as the approved Receipt Plan of ThPA SA, as it may be amended, re-evaluated and duly approved in the future.

b) The performance of the Integrated Services: (i) by floating and land means as well as any other means and equipment necessary for the operation of the project, which are at least what is required herein and have at least the characteristics, which are specified in this Call; (ii) with all the required and provided by the current legislation permits for waste management, operation of facilities, operation of means and equipment and with the required, scientific and non-scientific, personnel for the provision of, without interruption and in accordance with the legislation, Integrated Services for the purpose of integrated management of hazardous and non-hazardous waste, in accordance with the requirements of the current legislation.

1.2.2 Integrated Services include the safe, uninterrupted, rapid, non-discriminatory and quality service provided by the Contractor to all vessels, including fishing vessels and pleasure craft, regardless of their flag, which arrive and/or operate in the port under the jurisdiction of ThPA SA, as well as warships or auxiliary vessels or other vessels, owned by the State or operated by the State and used exclusively for governmental non-commercial service (which are exempt from the payment of fees and the obligation to submit a Notification Form).

1.2.3 For the performance of the Integrated Services hereof, the Contractor is obliged at his own expense to operate and maintain a computer application, for the entire duration of the Contract, in accordance with the applicable legislation. The above application shall function with the Contractor's staff in an office space that will be provided free of charge by ThPA SA specifically for this purpose. The Contractor, after training the staff of ThPA SA, is obliged to give access to this application, to the aforementioned staff, so that it can monitor the execution of the Contract. The Contractor will have the obligation to carry out at his own expense a continuous upgrade, depending on the requirements that will arise during the

provision of the Integrated Services in practice, but also due to any future amendments to the existing environmental legislation (European and national).

- 1.2.4** The provision of the Integrated Services and all the equipment and facilities of the Contractor that will be used for the execution of the Contract must be insured, in accordance with the provisions of the current legislation, and with the terms hereof, throughout the duration of the Contract.

1.3 Financial object

- 1.3.1** The estimated value of the Contract amounts to two million nine hundred thousand euros (€ 2,900,000), plus VAT, for the total normal duration of the Contract and is equal to the estimated total turnover of the project throughout the Contract, not including VAT. The estimated value of the extension of the Contract amounts to one million one hundred and sixty thousand euros (1,160,000 €) plus VAT. The above value of the Contract (initial and extension) is indicative and is based on the data of the average turnover of the total object for the years 2018 - 2019 - 2020, as shown by the operating data of the port facilities under the jurisdiction of ThPA SA and the division of the relevant rights between liquid (waste of ANNEX I, II and IV of the IC MARPOL) and solid waste (waste of ANNEX III, V and VI of the IC MARPOL).
- 1.3.2** ThPA SA does not guarantee this value, which may vary depending on the number and categories of vessels approaching its port facilities during the Contract and other unforeseen factors (quantity and type of cargo, waste and cargo residues). The Contractor assumes the business risk, regardless of the categories of vessels, the quantities and the type of cargo that may be handled. In particular, Bidders fully assume with their Offer the risks of revenue from the execution of the Contract, responsibly assessing all relevant parameters, such as the movement of vessels, the change of vessel technology by category, etc. During the entire period from the submission of the Offer until the end of the Contract, the Contractor shall bear the full risk of the contract revenue.
- 1.3.3** The Contractor undertakes the obligation to provide all the required funds and guarantees, which should be sufficient to cover all the financial needs of the Contract, under the terms hereof, and indicatively:

(a) to cover the cost of purchasing or leasing the necessary equipment and means (floating and land), as well as the required maintenance-upgrade throughout the Contract;

(b) to cover the costs and all expenses for the proper provision of the Integrated Services, including the costs of waste treatment, the costs involved in the mandatory participation in a Collective Waste Management System or the organization of its Individual Waste Management System and its insurance costs.

The Contractor shall recover the costs of providing the services of the Contract through the percentage, which is attributed to him on the fees and through the invoices for the provision of liquid waste collection services to the serviced vessels, which will be applied in the area of ThPA SA. ThPA SA shall retain in return for the concession of the Integrated Services, the amount corresponding to a percentage of the fees, applicable in its area of responsibility and on the invoices for the provision of liquid waste collection services of the Contractor to the

serviced vessels, as these percentages will be determined with its Financial Offer. The fees and tariffs for the provision of liquid waste collection services that are valid in the Contract are determined by the current Regulation regarding the Tarrif Book of ThPA SA. By participating in the Tender, the Candidates fully and unconditionally accept the above fees, as they may be reformulated by ThPA, in accordance with the provisions of Law No. 4522/2018 and the Concession Agreement.

1.4 Duration

The duration of the contract is set at five (5) years from the date of its signing, with the possibility of unilateral extension by ThPA SA, upon prior notification of six (6) months, for a period of up to two (2) additional years.

1.5 Award Criterion

The Contract will be awarded based on the most economically advantageous offer, i.e. the highest percentage offered in favor of ThPA SA, based on the best value for money, provided that the criteria required herein are met.

ARTICLE 2- Right of Participation - Qualitative Criteria

2.1 Right of Participation

2.1.1. a) Participation in the procedure for the award of this contract shall be open to natural or legal persons and, in the case of associations of economic operators, their members with premises in a Member State of the European Union, carrying on a professional activity related to the object of the services to be provided herein.

b) The Economic Operators participating in the process of concluding this Contract are required to be registered in the Electronic Waste Register (EWR) of article 2 of Dec. No. 4394/4026/2016 of the Ministers of Interior and Administrative Reconstruction and Environment and Energy.

In the case of an Association of Economic Operators, the above conditions must be met by each of its members.

2.1.2. Candidates shall:

1. **Not be** under Bankruptcy, liquidation or administration;
2. **Not have been** irrevocably convicted (the administrators for the case of limited partnerships or limited liability companies or Private Companies, the Chairman and the CEO for the case of SAs and the natural persons performing management duties in each case) for:
 - a) Participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 for fight against organised crime (OJ L 300, 11.11.2008, p. 42) and the crimes of Article 187 of the Criminal Code (criminal organization);
 - b) Bribery as defined in Article 3 of the Convention on the fight against corruption involving EU officials or officials of EU countries (C-195 6/25/1997, 195) and in par. 1 of article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the

private sector (OJ L 192, 31.7.2003, p. 54), as well as the crimes under Articles 159A (bribery of politicians), 236 (bribery of an employee), 237 par. 2-4 (bribery of court officials), 237A par. 2 (trade of influence through intermediaries), 396 par. 2 (bribery in the private sector) of the Criminal Code;

c) fraud against the financial interests of the Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on combating, through criminal law, fraud against financial interests of the Union (L 198 / 28.07.2017);

d) terrorism or crimes related to terrorist activities as defined, respectively, in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) or moral instigation or complicity or attempt to commit a crime, as defined in article 14 thereof, and the crimes of articles 187A and 187B of the Criminal Code as well as the crimes of articles 32-35 of Law No. 4829/2020 (A' 103);

e) money laundering or terrorist financing as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for money laundering or for the financing of terrorism, amending Regulation (EU) no. 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and the Commission Directive 2006/70/EC (OJ L 141/05.06.2015) and the crimes of articles 2 and 39 of Law No. 4557/2018 (A' 139);

f) child labor and other forms of trafficking, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and the protection of victims replacing Council Framework Decision 2002/629/JHA (OJ L 101), which was incorporated into national law by Law No. 4198/2013 (A' 215), and the crimes of article 323A of the Criminal Code (trafficking in human beings);

g) the crimes of Articles 375 of the Criminal Code (embezzlement), 386-388 of the Penal Code (fraud), 385 of the Criminal Code (extortion) 216-218 of the Criminal Code (forgery), 224 of the Criminal Code (bribery), 235-237 of the Criminal Code (bribery) and 398 of the Criminal Code (fraudulent bankruptcy)).

3. **Have** fulfilled obligations regarding the payment of taxes and social security contributions.

2.1.3. Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected Consortium or Association of Suppliers may be required to have a specific legal form insofar as the inclusion of such a legal form is necessary for the proper performance of the contract.

2.1.4. In the case of an Offer by an association of economic operators, all its members are wholly liable to ThPA SA. for the fulfillment of all obligations arising from and / or on the occasion of the Contract.

2.2 Selection Criteria

2.2.1. Economic and financial adequacy

With regard to the economic and financial adequacy for this contract award procedure, economic operators are required to have cumulatively:

- a)** a general average annual turnover of at least one million euros (1,000,000 €), for the last three (3) closed financial years, depending on the date of establishment of the economic operator or commencement of its activities;
- b)** a "specific" average annual turnover in the provision of integrated liquid waste management and cargo residues services in ports, amounting to at least five hundred and eighty thousand euros (580,000 €), for the last three (3) closed financial years, depending on the date of establishment of the economic operator or commencement of its activities;
- c)** a positive net result before taxes for the last three (3) closed financial years;
- d)** a current ratio (current assets to current liabilities) above 1 in the last three (3) closed financial years;
- e)** Civil and Environmental Liability insurance coverage, with a minimum coverage limit of five hundred thousand euros (500,000 €).

In the case of an Association of Economic Operators items a), b), c) and e) must be fulfilled independently by at least one member of the Association, while d) must be fulfilled independently by each member of the Association of Economic Operators, under penalty of exclusion.

2.2.2. Technical & Professional Capacity

With regard to the technical and professional capacity for this contract award procedure, economic operators are required on an exclusion penalty to fulfill the following:

- a)** during the last five years (2017, 2018, 2019, 2020, 2021), before the Tender, they shall have performed or to perform, for a period of at least twenty-four [24] months in total, a contract for the provision of integrated services for the reception of liquid ship-generated wastes and cargo residues (Annex I, II and IV Marpol 73/78) in a port, which shows at least a corresponding traffic with the port of Thessaloniki in terms of the number of liquid waste receipts and cargo residues and their quantities, accompanied by a certificate of good performance from the port management body.

The cited technical and professional capacity should derive from contracts with the above object, in which the Economic Operators have become contractors either themselves, or as members of an association or consortium with a percentage of at least 50%.

In the case of an Association of Economic Operators, the experience must be to at least one member.

- b)** They shall have the following licenses in force:
 - i) for collection and transport of hazardous waste, nationwide or by the relevant Decentralized Administration, if the waste is not transported outside it.
 - ii) for collection and transport of Waste Lubricating Oils nationwide or by the relevant Decentralized Administration, if the waste is not moved outside it and the Candidate does not have a single permit for collection and transport of hazardous waste.
- c)** They shall have the following means and equipment:
 - i) Two (2) tankers or barges, self-propelled or trailers suitable for the collection from ships of petroleum residues and waste lubricating oils (in a separate tank), with a total minimum capacity of 1,800 m³. The above floating means shall be provided with the corresponding licenses for the receipt and transport of oil residues, the nationality documents of the relevant registry, the ship inspection protocols or class certificates in force and the legally provided insurance policies.

- ii) Four (4) suitable tankers, each with a capacity of more than 18m³, which will be engaged exclusively in the collection and transport of liquid petroleum residues from the land, equipped with the respective licenses for the receipt and transport of petroleum residues, ADR licenses and insurance policies.
- iii) One (1) suitable tanker vehicle, with a capacity of more than 18m³, which will be engaged exclusively in the collection and transport of liquid petroleum residues from land, equipped with the respective licenses for the receipt and transport of petroleum residues, registration licenses, ADR certificates and insurance policies, with the possibility of pumping operation with vacuum pressure.
- iv) One (1) suitable tank vehicle, with a capacity of more than 18m³, suitable for the receipt and transportation of waste lubricating oils, equipped with the relevant license for the receipt and transportation of petroleum residues, the driving authorization, the ADR certificate and the insurance policy.
- v) One (1) suitable tank vehicle for the collection and transport of hazardous waste, equipped with the relevant registration certificate, the ADR certificate and the insurance policy of the vehicle.
- vi) Two (2) suitable tank vehicles with the capacity of each being more than 15m³, suitable for the collection of ship-generated sewage water from the land, equipped with the relevant registration certificate and the insurance policy of the vehicle.

d) They shall have the following minimum required staff:

- i) One (1) Chemical Engineer or Environmental Engineer or Environmentalist or Chemist
- ii) Two (2) operation managers
- iii) Two (2) project supervisors
- iv) One (1) security technician
- v) One (1) Consultant for the Safe Transport of Dangerous Goods

The above persons under items i, ii, iii must have proven experience of at least two (2) years in hazardous waste collection services in ports. For the persons under items iv and v, it is sufficient to submit the announcement to the competent department of the Labour Inspectorate (SEPE) and the certificate of vocational training respectively.

e) They shall have the minimum required support staff for the operation of the means and equipment offered by the Candidate (crews, operators of floating means, equipment, drivers of vehicles), suitably certified, if required.

f) They shall have a floating or land treatment plant (recovery) of petroleum waste, with a capacity of at least 1,800m³ and a treatment capacity of 500 tn / day. In the framework of the European and national strategy for Green Procurement, this Facility will operate with the Best Available Techniques, consuming in its production process only the most environmentally friendly energy sources, i.e. energy from renewable sources, or electricity directly from the grid, either by combustion of natural gas or LPG, throughout the duration of the Contract.

In case the Facility is not owned by the Candidate, a cooperation agreement must be submitted between the Candidate and the legal representative of the Facility, which shall meet the above requirements, for the entire duration of the Contract.

g) They shall have the following contracts or certificates of cooperation (for cases where it is not required - it is not usual to draft a written contract):

- i) a contract with the approved system of alternative management of waste lubricating oils, for the delivery for regeneration of waste lubricating oils, in accordance with the provisions of the P.D. 82/2004.
- ii) a contract with a final recipient of hazardous waste (Annex II of IC Marpol 73/78), from which the possibility of managing the relevant waste will be presumed.

2.2.3. Quality Assurance Standards and Environmental Management Standards

For this contract award procedure, economic operators shall have the following:

- a)** EMAS environmental management system certification (Regulation 1221/2009 EC) or ISO 14001: 2015 or equivalent certificate or alternative proof issued by bodies accredited by equivalent accreditation bodies based in other Member States
- b)** ISO 9001: 2015 quality system certification or equivalent certificate or alternative certification issued by bodies accredited by equivalent Accreditation Bodies based in other Member States
- c)** Certification according to ISO 45001: 2018 health and safety standard or equivalent certificate or alternative proof issued by bodies accredited by equivalent Accreditation Bodies, based in other Member States
- d)** Certification according to the quality standard ISO 16304: 2018 or equivalent certificate or alternative proof issued by bodies accredited by equivalent Accreditation Bodies based in other Member States

In the case of an Association of Economic Operators, the criteria in paragraph 2.2.3 must be met cumulatively by at least one member of the Association.

2.3. Support in third-party capacity

Economic operators, regarding:

- a) the criteria of economic and financial adequacy (of paragraph 2.2.1), except for the current ratio (case d'), which in any case must be met independently by each Candidate, and b) the technical and professional competence (of paragraph 2.2.2.), may be based on the competencies of other bodies, regardless of the legal nature of their links with them.

In this case, they shall prove that they will have the necessary resources at their disposal, throughout the duration of the Contract (normal and possibly in extension), by presenting the relevant commitment of the bodies on which they rely.

In particular with regard to the professional capacity criteria relating to qualifications and the relevant professional experience, Candidates may only rely on other bodies, if the latter perform the tasks or services for which these skills are required.

When the Economic Operators rely on the capabilities of third parties in terms of the criteria related to the economic and financial adequacy required in the Call, ThPA may request the above third parties to also conclude a Contract, undertaking jointly and in full the same relevant Obligations as the said Candidate.

Under the same conditions, associations of economic operators may rely on the capacity of participants in the association or other bodies.

It is clarified that in case the Economic Operator relies on the skills of a third party to prove technical and professional ability, the third-party support provider must have performed the

service himself, citing his experience, as a contractor or as a member of a consortium, partnership or association, and not as a partner or subcontractor.

It is further clarified that the economic operator who provides the Candidate with the Facility or the equipment, specific facilities, machinery or technical equipment or personnel for the execution of the Contract is considered a third-party support provider. Especially in the event that the Candidate leases the requested mobile equipment, the lessor is not considered a third-party support provider. The Contracting Entity shall check whether the bodies, in the competencies of which the candidate intends to rely, meet the relevant selection criteria on a case-by-case basis and whether there are grounds for exclusion of paragraph 2.1.2.

ARTICLE 3 - Proof of Compliance with the Terms of Participation and Selection Criteria

In order to prove that the Candidates meet the conditions of participation and the selection criteria of article 2, they shall submit the following supporting documents:

a) To prove compliance with the eligibility criteria for participation of paragraph 2.1:

- i. A certificate of registration in the relevant chamber (national economic operators) or a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators).
- ii. A Solemn Declaration of the Authorized Representative of the Candidate that the person specified in paragraph 2.1.2 does not establish (nor in the individual legal entities in an Association of Economic Operators) reasons for exclusion and that there is no reason to believe that these obstacles will occur during the validity of the offer and any extensions thereof, and that he has not had or has any contact with the other Bidders regarding the price, the submission of the offer or its terms. After the award of the Contract and before its signing, the selected economic operator shall provide the relevant certificates and other supporting documents that will be requested by the Contracting Entity (e.g. copy of criminal record, tax and insurance information, GEMI certificate, a single certificate of judicial solvency from the competent Court of First Instance, or corresponding documents in accordance with the law of the Member State of establishment, etc.).
- iii. In the case of Article 2.1.1. b), proof of registration in the Electronic Waste Register (EWR) of article 2 of Dec. No. 4394/4026/2016 of the Ministers of Interior and Administrative Reconstruction and Environment and Energy.

b) To prove their economic and financial capacity referred to in paragraph 2.2.1, economic operators shall submit:

- i. The audited and published financial statements, in case the publication of these financial statements is required in accordance with the company law of the country where the Candidate is established, of the last three closed financial years, from which it shall result that the Economic Operators (and/or the members of the Association of Economic Operators, as the case may be): aa) have a positive net result before taxes in each of the aforementioned years; bb) have a general average annual turnover of at least one million euros (1,000,000 €), for the aforementioned years; cc) have a current ratio (current assets to current liabilities) of more than 1, for each of the aforementioned years. In case of an

Economic Operator, which is not legally obliged to publish financial statements, it is mandatory to submit financial statements, balance sheets and E3 forms of the three (3) respective years, or corresponding documents of companies based abroad.

- ii. Statement on the "specific" annual turnover for the aforementioned years in the provision of Integrated Liquid Waste Management and Cargo Residues Services in ports, certified by a chartered accountant - auditor, which shows that they have an average annual turnover in the last three closed financial years at least five hundred and eighty thousand euros (580,000 €) deriving from the same specific activity.
- iii. Civil and Environmental Liability insurance coverage with a minimum coverage limit of five hundred thousand euros (500,000).

c) To prove technical & professional capacity set out in paragraph 2.2.2. :

- i. Description of their business structure (legal form, year of establishment, organization, scope of activities, description of all the activities of the candidate, products and services provided), description of their technical infrastructure with full reference to their facilities, equipment and quality control means, reference of the human resources (staff), employed in the last month before the date of the Tender.
- ii. Regarding the proof of experience (2.2.2. A), a contract for the provision of comprehensive liquid waste and cargo residues (Annex I, II and IV Marpol 73/78) facilities for ships of at least twenty-four [24] months in total, performed or being performed during the last five years in a port showing at least a corresponding traffic with the port of Thessaloniki in terms of the number of receipts of liquid waste and cargo residues and their quantities, accompanied by a certificate of good performance of the port management body, as well as a list to which they shall refer: aa) the details of the client; bb) the name and telephone number of the contact person; cc) the object (brief description); dd) the percentage of participation of the Candidate in the project.
- iii. The list of executed contracts shall be accompanied by official data (e.g. annual waste management reports, certificates of the respective port operators or other relevant documents) from which the number of vessels that arrived at the port, the number of receipts of liquid ship-generated waste and cargo residues, the quantities of liquid ship-generated waste and cargo residues received and any appropriate means of proving the object implemented by the Candidate.
- iv. Regarding the required licenses (2.2.2. B), clear photocopies of the licenses:
 - aa) for collection and transport of hazardous waste, nationwide or by the relevant Decentralized Administration, if the waste is not transported outside it; bb) for collection and transport of Waste Oils at the national level or by the relevant Decentralized Administration, if the waste is not moved outside it and the Interested Party does not have a single permit for the collection and transport of hazardous waste.
- v. Regarding proof of availability of means and equipment (2.2.2.c):

Regarding the requested floating means:

 - aa) The permit for the receipt and transport of petroleum residues;
 - bb) The nationality document of the relevant register;

cc) The General Inspection Protocol or the class certificate in force and dd) The insurance policy of two (2) self-propelled or trailer tankers or barges, with a total minimum capacity of 1,800 m³.

In the event that the above-mentioned floating means do not belong to the Candidate, in addition to the above information, a charter agreement must be submitted between the Candidate and the shipowner for their exclusive use by the Candidate throughout the Contract (initial term and any extension).

Regarding the requested vehicles:

aa) The driving permits, the licenses for the receipt & transport of petroleum residues, the ADR certificates and the insurance policy of the four (4) tankers that will be engaged exclusively in the collection and transport of liquid petroleum residues from land.

bb) The driving permit, the license for the receipt & transport of oil residues, the ADR certificate and the insurance policy of the tanker with the possibility of pumping operation with vacuum pressure, which will be engaged exclusively in the collection and transport of liquid oil residues from land.

cc) The driving permit, the license for the receipt & transport of petroleum residues, the ADR certificate and the insurance policies of the tanker that will be engaged exclusively in the collection and transportation of waste lubricating oils.

dd) The driving permit, the ADR certificate and the insurance policy of the tanker that will be engaged in the collection and transport of hazardous waste.

ee) The driving permit and insurance policies of the tank vehicle that will be engaged in the collection and transportation of sewage.

In the event that the vehicles mentioned above do not belong to the Candidate, in addition to the above information, a private contract shall be submitted between the Candidate and the owner(s) of the vehicle/vehicles for the exclusive use of these by the prospective contractor or leasing contracts, throughout the duration of the Contract (initial term and possible extension).

vi. Regarding the delivery Facility of the collected liquid petroleum waste (Annex I of the IC Marpol 73/78) (under 2.2.2. f):

aa) The decision approving environmental terms;

bb) The operating license;

cc) The customs license;

dd) The certificate of registration in the Electronic Waste Register (EWR) for all the EWR codes of petroleum waste, referred to in Annex [5], of the petroleum waste treatment (recovery) facility;

ee) Certificates, contracts, documents from which it is proven that the Facility operates consuming in its production process energy produced only from the most environmentally friendly sources, i.e. only energy from renewable sources, either from natural gas or LPG combustion, or electricity directly from the grid.

f) Solemn Declaration of the legal representative of the Facility that throughout the duration of the Contract, it will operate consuming in its production process energy produced only from the most environmentally friendly sources.

In the event that the Facility is not owned by the Candidate, in addition to the above information, a cooperation agreement must be submitted between the candidate and the legal representative of the Facility, establishing the availability of the Facility and its compliance with the above-mentioned needs of this Contract throughout its term (initial and extended).

- vii. Regarding the minimum required staff (under 2.2.2. d) and the minimum required support staff (under 2.2.2. e), clear photocopies:
 - aa. of the staff table, as posted on the ERGANI electronic system, to prove the minimum required staff, including the Consultant for the Safe Transport of Dangerous Goods and the Security Technician, if they belong to the Candidate's staff.
 - bb. of the training certificates of the Consultant for the Safe Transport of Dangerous Goods and the Safety Technician and the announcement of recruitment to the competent department of the Labour Inspectorate.
 - cc. of the resumes of one (1) Chemical Engineer or Environmental Engineer or Environmentalist or Chemist, two (2) operation managers and two (2) project supervisors, showing at least two years of experience in ship-generated hazardous waste collection operations in ports.
 - dd. of the cooperation agreements of the executives - external collaborators with the Candidate, if they are declared for the filling of the minimum required staff (and do not belong to the staff of the candidate), accompanied by solemn declarations that they will cooperate with the Contractor, if awarded the Contract, with the properties declared, throughout the term of the Contract (initial and extension). In case the applicants for the fulfillment of the minimum required staff (who do not belong to the Candidate's staff) have not already concluded cooperation agreements, solemn declarations of them shall be submitted stating that they will cooperate with the Contractor, if awarded the Contract, with the stated qualities, throughout the term of the Contract (initial and extension).
 - ee. of the detailed status of the drivers of the vehicles used, the operators of machinery, vessels and other equipment, etc., and the support staff in general, which will be used in the execution of the services herein.
 - f. of the certifications of the drivers of the vehicles used according to ADR, for the vehicles that this is required.
- viii. Regarding the final disposal (under 2.2.2. g), contracts or certificates of cooperation:
 - aa. with the approved system of alternative management of waste lubricating oils, for the delivery for regeneration of waste lubricating oils, in accordance with the provisions of the P.D. 82/2004.
 - bb. with a final recipient of hazardous waste (Annex II of IC Marpol 73/78), from which the possibility of managing the relevant waste will be presumed.
- ix. Solemn Declaration of the Authorized Representative of the Candidate, in which he will state that in case he is declared a Contractor:
 - a. will (additionally) conclude, present at the signing of the Contract and keep in force during the Contract (initial and extension) and for three (3) months, after its expiration in any way, in addition to the aforementioned civil and environmental liability insurance

policy, a General Liability insurance policy with third parties, with a reputable insurance company, which will include at least the following insurance risks:

aa. Limits of third-party liability insurance

- Physical injuries group insurance, EUR 100,000.00
- Material damages, EUR 750,000.00
- Maximum liability during the insurance period, EUR 1,500,000.00

bb. Employer Civil Liability, liability of the employer / contractor beyond the Social Insurance Fund (IKA), according to articles 657, 658 and 932 of the current Civil Code, according to the following sub-limits of compensation

- Physical injuries / death per person, EUR 75.000,00
- Physical injuries group insurance, EUR 150,000.00
- Maximum liability during the insurance period, EUR 150,000.00

b. shall take care so that ThPA SA is mentioned as an additional insured, for the extent of the Contractor's liability under the Contract, in all the aforementioned insurance coverages that will be concluded by him during and in the context of this Contract. It is clarified that the staff of ThPA SA shall be considered third parties to the insurance policy.

c. shall exempt ThPA SA and its employees from any third-party claims and against any damage, expenses or claim for damage to property of third parties or due to bodily injury, including the case of death or both, which may be caused in the context of the implementation of the object hereof and provided that the above-mentioned damage or bodily injury was caused by an error of the Contractor.

d) To prove compliance with the quality assurance and environmental management standards of paragraph 2.2.3., economic operators shall provide:

- i. EMAS environmental management system certificate (Regulation 1221/2009/EC) or ISO 14001: 2015 or equivalent or alternative evidence issued by bodies accredited by equivalent accreditation bodies based in other Member States
- ii. ISO 9001: 2015 quality system certificate or equivalent or alternative evidence issued by bodies accredited by equivalent accreditation bodies based in other Member States
- iii. Certificate according to the ISO 45001:2018 health and safety standard, or equivalent or alternative proof issued by bodies accredited by equivalent Accreditation Bodies, based in other Member States
- iv. Certificate according to the quality standard ISO 16304: 2018, or equivalent or alternative means of proof issued by bodies accredited by equivalent Accreditation Bodies based in other Member States

e) To prove the legal composition and representation:

In the cases where the economic operator is a legal person, to prove its legal constitution AE etc. constitution and legal representation shall be submitted (such as statutes, certificates of company information amendments, respective pages of the Official Gazette, documents ΔΣ in meetings, in the case of SAs, depending on the legal form of the participant). The above documents shall specify the lawful establishment, all relevant amendments to the statute, the person(s) legally binding the company on the date of the tender (legal representative, right of signature, etc.), any third parties

authorized to represent the contractor, as well as the term of office of the person(s) and/or the members of the management body/legal representative.

f) Associations of Economic Operators.

The associations of economic operators submitting a joint Offer, shall submit the above documents for each economic operator that participates in the association.

g) Support in third-party capacity.

In the event that an Economic Operator wishes to rely on the capabilities of other entities, to prove that it will have at its disposal the necessary resources to meet the selection criteria 2.2.1 and 2.2.2 throughout the duration of the Contract (initial and extended), it shall submit:

- a written commitment from these bodies to prove that it will have at its disposal the necessary resources throughout the term of the Contract (initial and extension),
- the supporting documents of the above paragraph a) for the proof of the right of participation of paragraph 2.1. and by third parties on whose capabilities it relies; and (e) to prove its legal establishment and representation
- the supporting documents of the above paragraphs b) for the proof of economic and financial adequacy or c) for the proof of technical and professional ability, as the case may be.

NOTE:

The Solemn Declarations submitted in accordance with this call, if drawn up by Greek citizens living in Greece, shall either be in the form provided for in article 8 par. 2 of Law No. 1559/1986, or digitally published through the website <https://www.gov.gr/>, or have an advanced digital signature.

ARTICLE 4 - OFFER EVALUATION CRITERIA

4.1. The award criterion for the contract is the most economically advantageous offer based on the best value for money, estimated on the basis of the following criteria:

CRITERION A: Methodological approach CRITERION WEIGHT (σ_i): 70%		
SUB-CRITERION (σ_i)	DESCRIPTION	SUB-CRITERION WEIGHT σ_i
A.K1	Detailed description of the methodology for the provision of liquid waste collection and management services	60%
A.K2	Contingency Plan	20%
A.K3	Increased demand plan	10%

A.K4	Means and equipment technical support plan	10%
CRITERION B: Project team CRITERION WEIGHT (σκι): 30%		
B.K1	Project team composition	40%
B.K2	Quality Assurance Processes	40%
B.K3	Project team Organization	20%

4.2. Rating and ranking of offers

4.2.1. The rating of each evaluation criterion varies from 60 points if all the requirements of the technical specifications are met and may increase to 120 points when the requirements of that criterion are exceeded.

Each criterion and sub-criterion are scored individually based on the information included in the offer. Specifically:

A. The Methodological approach of the bidder will be evaluated as follows:

a) The detailed description of the methodology for the provision of liquid waste collection and management services (ANNEX I, II and IV) provided hereof will be evaluated in terms of completeness, reliability, correctness as well as the degree of environmental protection, limitation to a minimum of the environmental impact by applying the best available techniques and informing the public, taking into account the ThPA SA Waste Collection and Management Plan, the quality, environmental and employer-related aspects, as well as the additional relevant certifications available. (Sub-Criterion Weight 60%).

b) The Marine Pollution Emergency and Marine Environment Plan will be assessed for its completeness, reliability and correctness and for the means used to deal with the hazard and in relation to the ThPA SA Contingency Plan (sub-criterion weight 20%).

c) The increased demand and service plan will be evaluated in terms of the effectiveness of the proposals submitted to address any problems and in terms of additional means (land or water), equipment and staff both to address the increased demand and the need to service neighboring ports (sub-criterion weight 10%).

d) The technical support plan of the means and equipment will be evaluated in terms of the adequacy of the repair and maintenance workshops of the means and the equipment and the speed of responding to their maintenance and repair needs (sub-criterion weight 10%).

B. The project team will be evaluated as follows:

a) The composition of the project team will be evaluated on the basis of the Organizational Chart of the Bidder in terms of its effectiveness, taking into account the composition of the project team, the way it is organized and the role of its members (sub-criterion weight 40%).

b) All procedures to be followed by economic operators to address the project, such as quality control, conduct, employee performance, staff selection, training, environmental performance, transparency and periodic information on the protection of the environment in the local

community and any interested party as well as any other related process or compliance (sub-criterion weight 40%).

c) The way of organizing the project team will be evaluated on the basis of the technical report of the Bidder regarding the effectiveness of the action of the project team, taking into account the duties of each member and the adequacy of the proposed number of members and its cooperation with the competent bodies of ThPA SA (Sub-Criterion Weight 20%).

The weighted score for each criterion will be derived from the product of the individual weighting coefficient on its score and the total technical offer score will be derived from the sum of the weighted scores of all the criteria.

The total score of the technical offer (B) is calculated based on the following formula:

$B = \sum(\beta_i * \sigma_i) * \sigma_{ki}$, whereby β_i is the score of each evaluation sub-criterion (σ_i), i.e. the technical offer score is the sum of the scores of the evaluation sub-criteria (β_i) on the respective weight coefficients (σ_i) on the weighting coefficients of the respective criteria (σ_{ki}).

The score ranges between 60 and 120. Compliance with the minimum requirements of the specifications leads to a score of 60.

Subcriteria with a score of less than 60 points (i.e. that does not cover/deviates from the technical specifications hereof) results in the rejection of the offer.

4.2.2. The ranking of the offers will be based on the criterion of the most advantageous offer, i.e. the one that presents the highest value of Λ_i with a number of two decimal places, where:

$$\Lambda_i = 0.80 * (B_i / B_{max}) + 0.20 * (KP_i / KP_{max})$$

whereby:

B_i : is the overall rating of the Technical offer i

B_{max} : is the overall score received by the offer with the highest score of technical evaluation

KP_{max} : The offer with the highest Offer percentage

KP_i : the Bidder's Offer percentage.

ARTICLE 5- Offer Submission Way and Time

5.1. Offers shall be submitted by the economic operators during business days and hours no later than 18.11.2022 at 15:00, in Greek, without being dependent on any other term, condition, proviso or reservation.

Address for the submission of offers:

Thessaloniki Port Authority SA

(Administration Division - Secretariat Department)

Technical Service Building (within the Port)

PC 54012, Thessaloniki

After the expiry of this date and time, Offers cannot be submitted. Offers submitted after the deadline will be returned.

5.2. The Offers, the data contained in them and the supporting documents shall be written in Greek or accompanied by an official translation into Greek. Foreign private documents shall be accompanied by a translation into Greek, certified either by a person responsible under the provisions of national law or by a person legally competent in the country in which the document was drafted.

5.3. Further information and technical prospectus, as well as other documents - corporate or not - with special technical content may be submitted in English without a translation into Greek. ThPA SA may at any time request the participants to submit translations of the aforementioned booklets into Greek, within a reasonable time.

5.4. Participation in the Tender is at the responsibility of the Candidate, who is not entitled to any compensation for expenses related to his/her participation in the Tender and preparation and submission of the Offer.

ARTICLE 6- Extension, amendment, addition or cancellation of the Tender

ThPA SA reserves the right to extend the time for submitting offers or to cancel the award procedure, or to decide to repeat it at any stage, without any liability, cost or penalty, following a decision by its competent body. It also reserves the right, with transparency and respecting the principle of equal treatment, to modify the terms of the procedure.

ARTICLE 7- Provision of Clarifications on the Call

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to gpapageorgiou@thpa.gr, also forwarding the request to kavramidis@thpa.gr, no later than five (5) days before the closing date for submission of offers. Requests for clarifications submitted in any other way will not be considered.

The clarifications are posted electronically on the website of ThPA SA www.thpa.gr.

ARTICLE 8- Offer Drafting - Content

8.1 The content of the offer dossier must include the following:

- a) a sub-dossier with the indication "Participation documents- Technical Offer"
- b) a sub-dossier with the indication "Financial Offer" and
- c) an electronic data storage medium (usb) with the Contents of the above two sub-dossiers in electronic form. Each dossier shall contain the corresponding storage media in it.

8.2. In case of inadvertent discrepancies between the paperwork and the electronically submitted material, ThPA reserves the right to request the completion of these documents.

8.3. As for the rest, alternative offers, counter-offers or modifications of offers or any proposals that can be characterized as counter-offers, as well as offers under a proviso, condition or reservation will not be considered and will be rejected by the competent body of ThPA SA, after the opinion of the Tender Committee.

ARTICLE 9 - Offer Validity Period

Offers submitted shall be valid for **one hundred and twenty (120) days** from the day following the date of the closing date for us the submission of offers. Offers that are valid for a shorter period will be rejected as **unacceptable**.

The validity of the offer may be prolonged, if requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial offer validity period specified in the Call. Any extension

of the Offer shall be accompanied by an extension of the validity of the respective Letter of Guarantee or the submission of a new Guarantee with the same terms.

ARTICLE 10 - Contents of the (sub) dossier "Participation Documents - Technical Offer"

10.1- Participation documents

The Economic Operators shall submit data and supporting documents for their participation in the tender process, which shall include:

- i. Solemn Declaration by which the Candidate declares that he unconditionally accepts the terms of the Call and that he was informed of the special requirements and peculiarities of the object of the Tender.
- ii. Letter of Guarantee for Participation in the Tender, amounting to eleven thousand six hundred euros (€ 11,600.00) and lasting at least one hundred and twenty (120) calendar days counted from the deadline for submission of offers. In the case of an Association of Economic Operators, the Letter of Guarantee of Participation shall cover the obligations of all the members of the association or separate guarantees must be submitted by the members of the association, depending on their participation percentage, which will add up to the above required amount. The Letter of Guarantee for Participation shall be forfeited in favor of ThPA SA in case the selected Contractor refuses, explicitly or implicitly, to sign the Contract within the deadline set. Instead of a letter of guarantee, the corresponding amount of money may be deposited in a Bank account held by ThPA SA at Piraeus Bank, as a guarantee, before the submission of the Offer dossier, in which the relevant proof of deposit must have been included (in the sub-dossier of supporting documents).
- iii. The documents referred to in Article 3 on Proof of Fulfillment of the Participation Criteria.
- iv. A copy of Appendix B signed by the authorized legal representatives of the participating economic operator ("Information document for the Processing of personal data as per Article 13 of the GDPR 679/2016").

10.2 - Technical Offer

The Technical Offer of the Economic Operators should cover all the requirements and specifications set by ThPA SA herein, describing exactly how the specific requirements and specifications are met. It includes in particular the documents and supporting documents, on the basis of which the adequacy of the human resources and the mechanical equipment will be evaluated, along with the adequacy of the services offered.

The Technical Offer shall include all the items provided by ThPA SA for the evaluation - score of the offers, in accordance with article 4 hereof and in particular:

10.2.1. The Tenderers, for the evaluation of their Technical Offer, i.e. to prove that the provision of the services herein will be done in accordance with the approved Plan for the Receipt and Management of ship-generated Waste and cargo residues from vessels arriving in the area of responsibility of ThPA SA and that the collection, transport and legal disposal procedures of liquid waste, which they will apply are governed by the principles of sound environmental management

and are in accordance with the provisions of current legislation, shall submit a Technical Offer, which should include, under penalty of exclusion, the following:

A. Methodological approach, in which will be analyzed the way in which the Bidder intends to implement the provision of the services hereof, according to the approved plan of receipt and management of ship-generated waste and cargo residues of vessels arriving in the area of competence of ThPA SA. The methodological approach should include the following:

(aa) Detailed description of the methodology for providing the requested services with a detailed workflow chart - methods, detailed description of all phases of collection - transport - final disposal of ship-generated waste and cargo residues by category and type, and documentation of the approach to be followed by the tenderer at all stages of the Project (procedures for collection, transport and disposal by category of ship-generated waste and cargo residues), with reference, by phase, to the means, equipment and personnel to be used, detailed description of the measures for ensuring the fast, safe and quality provision of services and maintaining their level throughout the duration of the Contract, with reference to the specifics of the execution of these services in the ports of responsibility of ThPA SA and a detailed description of the implemented quality assurance policy regarding environmental protection and health and safety and how to comply with the standards of quality assurance and environmental management.

(bb) Contingency plan in case of emergency pollution, which may be caused during the receipt of ship-generated waste and cargo residues or due to accident, or damage to the means of the tenderer. This plan must be compatible with the provisions of the P.D. 11/2002 and the provisions of European Legislation.

This plan shall include at least:

- Tables of emergency personnel teams with the respective responsibilities of each individual.
- Communication media used.
- Emergency pollution control equipment and machinery used.
- Emergency response plan for each case of pollution.

(cc) Increased demand and service plan with reference to additional means, equipment and personnel to meet the increased demand and / or serviceability of neighboring ports.

(dd) Technical support plan of the means and equipment (repair - maintenance), in order to prove that the execution of the collection works will be done smoothly and without delays.

B. Project team, which each Bidder will allocate for the implementation of the object hereof and which must include:

(aa) complete organizational chart, indicating the organizational structure of the Project Team to be used by the Bidder for the execution of the Integrated Services and the allocation of the responsibilities of the members, and

(bb) a technical report setting out the general coordinator, presenting the Project Team and detailing the role of the scientific, coordinating and other staff to be used during the performance of the Contract, the exact subject matter of each member, with the total number of members being duly justified, along with the role per specialty and its adequacy.

In particular, the Bidder shall:

- appoint the Responsible - General Coordinator, who will lead the Project Team

- define the number and exact object of the Project Team executives, including the minimum required staff.
 - provide detailed CVs of the Team Leader and executives who will accompany the Project Team
 - present the organizational structure of the Project Team, as well as the way of implementation of the project by the proposed team, with special reference to the new jobs.
- (cc) Solemn Declaration stating the number of support staff, their position in the organizational chart of the Project Team, as well as a description of the actions for the training of these persons and the actions for the issuance of the necessary certifications and / or permits on behalf of such persons, if required by the declared position.

10.2.2. Bidders, in addition to the above, may submit any additional information that fully documents their proposal and meets the individual requirements set out in this Call, as well as the corresponding evaluation criteria.

10.2.3. In their Technical Offer, the Economic Operators shall indicate the part of the contract, which they intend to subcontract to third parties, and the subcontractors they propose, as well as the percentage of subcontracting in relation to the estimated value of the contract. They shall also indicate all the contributors (members of a consortium or association / subcontractors) and the actions taken by each of them, and provide any licenses or certifications of the subcontractors required by the current legislation for the execution of the sub-section, which is subcontracted.

ARTICLE 11- Contents of the Sub-dossier “Financial Offer”

Each Bidder shall submit, on an exclusion penalty, a Financial Offer, in accordance with the terms hereof and Annex A of this Call.

In the Financial Offer, the Bidder shall declare the percentage on the amount of all fees and invoices for the provision of liquid waste collection services that ThPA will receive. This percentage shall not be less than 20%. Any Offer that does not comply with the above will be rejected. Also, Offers in which the offered percentage is unusually high will be rejected and the cost of providing the Integrated Services will not be covered. The prices of the offers (offer percentage) are not subject to change during the Contract and any extension thereof.

The fees and tariffs for the provision of services for the collection of ship-generated liquid waste and cargo residues are defined in the Tarrif Book of ThPA SA, which is posted on the website of ThPA SA. ThPA SA reserves, however, the right to increase port service fees per category of waste and / or to reform the individual categories of fee imposition, in accordance with the terms of the Concession Agreement and Law No. 4522/2018.

ARTICLE 12- Offer Evaluation

The opening and evaluation of the Offers will take place without the presence of the Candidates. During the evaluation, ThPA SA, respecting the principle of equal treatment, may address requests to the participating economic operators for clarifications and economic operators must provide the clarifications or additions within the respective deadlines set for them. Such clarifications or additions may not result in the subsequent replacement or submission of documents in compliance with the terms hereof, subject to term 8.2. Any clarification or addition submitted by the Bidders or Candidates, without having been requested by ThPA, will not be taken into account.

If the percentage offered is considered unusually high by the Contracting Entity, the Contracting Entity may require the Economic Operators to document it, within an exclusive deadline, within a maximum of twenty (20) days from the notification of the relevant invitation. If the information provided does not satisfactorily explain the high offer percentage, the offer will be rejected as non acceptable.

ThPA reserves the right to negotiate the financial offer with the Candidate having the maximum technical evaluation score, according to the scale defined above, as well as with the Candidates whose corresponding total score of the technical offer exceeds 90, in order to optimize the offered percentage before the final award of the Contract, making a relevant written notification to the leading candidates. This notification may also specify the deadline within which the leading candidates will have to submit their improved financial offer. Improved financial offers that will be received by one or more candidates shall be based on the data of the technical - commercial offers that have been submitted and which cannot be modified. ThPA may set a minimum offer percentage in that negotiation.

The Candidates will be informed about the result of the evaluation, following the issuance of a relevant decision by the competent body of ThPA SA.

Any suspicion of collusion between the Candidates in the context of this Tender will be reported to the Competition Commission. In case of violation of the legislation on the protection of free competition (Law No. 3959/2011 and/or TFEU 101, 102), the companies involved will be liable both for the payment of the fines provided for on a case-by-case basis and for the restoration of any civil liability of ThPA SA for the damage it will suffer.

ARTICLE 13 – Contract Award - Amendments- Unilateral Termination

After the announcement of the result of the tender, a contract is signed between ThPA SA and the selected economic operator. For the signing of the Contract, the contractor shall submit a Letter of Guarantee of Good Performance as mentioned in article 15 hereof.

The Contract may be amended during its term, without requiring a new award procedure, by mutual agreement of the contracting parties, only if the amendments do not relate to essential terms of the Contract.

ARTICLE 14– Contract performance terms

14.1. During the performance of the Contract, the Contractor shall comply with all obligations in the fields of environmental, social security and labor law, established by Union law, national law, collective agreements or international provisions of environmental, social security and labor law, and requirements for seafarers' working and rest hours as well as applicable labor inspection rules. The Contractor shall also strictly comply with the requirements of the Waste Collection and Management Plan of ThPA SA, as approved and in force, in particular with regard to the reception facilities of the port, the collection methods used in that port, the equipment used and the number of the necessary specialized staff that will work for a particular port.

Furthermore, he shall always maintain the necessary insurance policies for civil, employer and environmental liability, the necessary waste collection and transport permits, the certification according to the standard systems of environmental management, quality, health and safety, port facility management, that he will offer during the provision of the Integrated Services hereof, with its Offer in terms of means, equipment and staff, and offers the service to all its users indiscriminately in every berthing position and without interruption, day and night and throughout the year and shall observe the receipt procedure, the continuous readiness of service 24 hours a day, seven days a week, according to the Port's ship-generated Waste Collection and Management Plan, as in force.

14.2. Compliance with these obligations by the Contractor and his subcontractors shall be monitored and certified by the bodies supervising the implementation of the Contract and the competent public authorities and services acting within the limits of their responsibility and competence, and the audit will consist of, but not limited to, the following:

- a) Financial audit, namely the audit of the tariffs applied by the Contractor and the audit of the observance of his financial obligations to ThPA SA.
- b) Audit of the legal operation and adequacy of the means and the mechanical equipment of the Contractor, land and floating, in order to ascertain the smooth execution of the works.
- c) Audit of the use of appropriate and legally certified and / or licensed staff for the execution of the services herein.
- d) The normal service of the vessels and the receipt of these residues without delays.
- e) The protection of the marine environment from risks of pollution that may be caused by negligence or other reasons, both during the service phase of the vessels and during the transport and unloading of waste and cargo residues at the Contractor's premises.

These audits of ThPA SA do not relieve the Contractor from the audits of competent administrative bodies (indicatively, coast guard, customs, health authorities, environmental authorities) provided by the current legislation). To this end, the Contractor is obliged to provide to the competent audit bodies, at his own risk and expense, all the necessary means for carrying out the audits provided for by the regulations and the legislation for the protection of the environment.

14.3. Within ten (10) days from the signing of the Contract, the Contractor is obliged to provide any means of training, education and licensing of its staff to prove the commitments made with his offer. In case the training, education or licensing of the staff is not completed, the Contractor shall submit a request to ThPA SA for the extension of the submission deadline, which shall be accompanied by supporting documents proving that he has started the relevant procedures and stating the estimated time for their completion. ThPA SA will extend the submission deadline for as long as is required for the issuance of the necessary permits by the competent authorities. In any case, after the completion of the relevant procedures, the Contractor is obliged to prove to ThPA SA that he has fulfilled his relevant commitments.

14.4. The Contractor may use for storage / handling of oil residues the installed tanks at the outdoor space in the area of the 6th Pier, with a capacity of 1,444.50 m³, with a fixed monthly lease of € 2,565.11 plus VAT, for a period of five (5) years from the signing of the Contract, with the possibility of an extension.

14.5. The Contractor is obliged to fulfill the terms of participation and the selection criteria throughout the duration of the Contract (regular term and extension) and is obliged to inform ThPA

immediately in any case that any of the selection criteria is no longer met or there is subsequently a reason for exclusion.

AP0PO 15- Performance Guarantee

For the signing of the Contract, the Contractor shall present a Performance Guarantee, the amount of which is determined at a rate of five percent (5%) on the estimated contractual value without VAT, i.e. an amount of one hundred and forty-five thousand euros (€ 145,000.00) and it shall be deposited before or during the signing of the Contract.

The Performance Guarantee is forfeited in the event of a breach of the terms of the Contract, as specifically stipulated.

The Performance Guarantee shall cover in full and without discrimination the application of all the terms of the Contract and any claim of ThPA SA towards the Contractor.

ARTICLE 16 - Contract performance monitoring

The responsible units of the Company will be responsible for monitoring the Contract and supervising the Integrated Services provided by the Contractor.

ARTICLE 17 – SUBCONTRACTING – ASSIGNMENT

The Contractor is not released from his obligations under the Contract during the execution of any part by a subcontractor.

ThPA SA may request the replacement of any subcontractor it deems not to meet the requirements of the project, and the Contractor is obliged to replace the subcontractor within 15 days, ensuring the elimination of any failure caused by the fault of the subcontractor or the Contractor.

The Contractor has no right to assign all or part of the rights and claims arising from the Contract, as well as to proceed in any way by transferring, pledging or expropriating them. The only exception is the assignment of the contractual price (right of the economic operator) to a recognized banking institution, with the prior approval of ThPA SA.

ARTICLE 18 - Clearance- Payment method

18.1. The Contractor's fee is covered by the percentage due to him from the fees and the tariffs for the provision of liquid waste reception facilities services to the serviced vessels, according to his Financial Offer, which is drafted according to Annex A hereof.

Vessel fees will be collected by the Waste Reception Facility upon vessel arrival.

18.2. At the end of each month, the fees will be cleared between ThPA SA and the Contractor. In particular, the fees related to the arrivals of the current month will be distributed.

ThPA SA will pay the Contractor's invoices within fifteen (15) days from the date of issuance of the relevant document. In case of late payment of the contractor's invoices by ThPA SA, the amounts due will be charged with the legal default interest.

The services, which are not covered by the fees, will be billed in accordance with the provisions of the current Tarrif Book of ThPA SA

18.3. At the end of each month, the amount corresponding to the percentages between ThPA SA and the Contractor in accordance with Annex A will be settled on the issued invoices for the provision of liquid waste collection services to the serviced vessels, deducting any credit invoices, with the issuance of relevant documents which will be charged with the applicable VAT and which will be paid in fifteen (15) days from the date of issuance of the relevant document. In case of late payment of the above documents, the amounts due will be charged with the legal default interest. It is prohibited to collect service tariffs higher than those in force under the Tarrif Book of ThPA SA

ARTICLE 19 – Penalties - Liquidated Damages - Revocation of the Contractor

19.1. Without prejudice to the specific provisions of the Contact, in any case of violation of the terms of the Contact and the provisions of applicable law, in addition to the sanctions provided for by other provisions and in particular by the applicable provisions on the protection of the marine environment, liquidated damages shall apply, if the infringement is due to:

- a) Unsatisfactory service of the vessel, which will result from a written complaint of the User and after the truth of the complaint is verified.
- b) Non-compliance with the terms of the IC MARPOL 73/78 and the national legislation on the execution of the works of receipt of ship-generated waste and cargo residues.
- c) Determination by the competent Port Authority of any violation of the legislation on the protection of the marine environment or other offensive acts.
- d) Application of tariffs for the provision of liquid waste collection services that are higher than the current Tarrif Book of ThPA SA
- e) Non-compliant performance of services with the terms hereof and indicatively provision of services by unlicensed means, staff or equipment or by means or staff other than those mentioned herein, without the relevant approval of ThPA SA or without renewal of all the necessary permits and / or certifications provided for herein and the current legislation.

19.2. The liquidated damage ranges, depending on the seriousness of the violation, from one thousand euros (1,000.00 €) to five thousand euros (5,000.00 €) for each violation that will be found for the first time. In case of recurrence detected within the same calendar year, the liquidated damage is doubled.

19.3. In case of a new recurrence within the same calendar year, the Contractor may be declared revoked following a decision of the BoD/ThPA SA, after his written invitation to a hearing, in which case the Letter of Guarantee will be forfeited in favor of ThPA SA, which, at the same time, shall be entitled to claim compensation for incidental or consequential damage.

19.4. In case the Contractor does not pay the imposed liquidated damage within ten (10) days from the notification of the relevant decision of the Board of Directors, its collection will be done with a partial forfeiture of the Letter of Guarantee, i.e. an amount equal to the imposed damage or set-off of the amount of fees to which the Contractor will be entitled. In the event of a partial forfeiture of the Letter of Guarantee, the Contractor is obliged to replenish, within fifteen (15) days after the completion of the procedures for the forfeiture of the amount, the amount of the Letter of Guarantee, otherwise he may be declared revoked by decision of the BoD/ThPA SA.

19.5. In case found by ThPA SA that the performance of the Contract has been, in any way, assigned to third parties, in whole or in part, or that it is subcontracted to an unauthorized subcontractor or a third party in replacement of the Contractor, the Contractor will be declared revoked by decision

of the BoD/ThPA SA and the liquidated damages provided for in this Article shall be imposed on him, cumulatively or divisively.

19.6. The Contractor, without prejudice to the occurrence of events of force majeure, is obligatorily declared revoked from the Contract and of any right deriving from it, if he does not fulfill his contractual obligations or does not comply with the written orders of ThPA SA, which are in accordance with the Contract or the provisions in force.

ARTICLE 20- Dispute Resolution – Applicable Law

This Contract shall be governed by Greek and EU Legislation and any dispute that may arise between ThPA SA and the Contractor, which will concern the execution, implementation or in general the relations created by the Contract, until the expiration of the guarantee period of the whole object of the Contract, shall be resolved by the competent courts of Thessaloniki.

ARTICLE 21- Miscellaneous Information

21.1. Those interested can, up to five (5) days before the date of submission of Offers, visit the premises of the Port Zone under the jurisdiction of ThPA SA to be informed of the on-site conditions and particularities of the port services provided.

On-site visits will be conducted separately for each Candidate who shall submit a request and always based on the principles of equal treatment, non-discrimination and transparency. Each Candidate may be accompanied by a technician of his choice.

The competent staff of ThPA SA will provide any necessary information or facilitation. ThPA, its representatives and any of its consultants will not be held responsible for any answer to a Candidate question, as well as for any distortion, wrong impression, error, inaccuracy or omission in connection with the evaluation of the Integrated Services, the required facilities and equipment by the Candidate, which may arise as a result of the on-site visit.

21.2. Information about ThPA's activity can also be obtained from the company's website at www.thpa.gr. Candidates undertake to keep the information that comes to their knowledge confidential and private, not to disclose it by their act or omission and not to cause it to be disclosed to any third party. They also undertake to take all necessary and reasonable measures to ensure that the confidentiality of the information will not be compromised through oral or written disclosure to third parties and to use the confidential information solely for the purpose assigned to them. Candidates know and accept that confidential information, which begins to be publicly known in any way, even without or even after such act or omission, shall remain confidential and they shall undertake not to disclose it. They also undertake to ensure that their employees, executives, representatives and assistants are aware of the privacy or confidentiality of each party's data and that they also strictly comply with the obligations arising hereof, otherwise being liable for any breach by the above.

21.3. Candidates do not acquire any rights to the information or data, which may be disclosed to them during this Contract, directly or indirectly, in the context of the implementation of its object or on its occasion, including, but not limited to, data or information covered by professional, or other confidential or sensitive material from the point of view of competition or other confidential and any kind of information.

Annex A: Financial Offer Template

FINANCIAL OFFER

Participants are kindly requested to submit their financial offer for the provision of all the services covered by this call, as described in the tender issue.

Company name	Offered percentage (%)

Terms and conditions

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

Signed.....

Name.....

Position.....

Authorized by law to sign on behalf of the Participant:

.....(Company name)

Address.....

Date.....

ANNEX -B: Information document for the Processing of personal data as per Article 13 of the GDPR 679/2016

UPDATE ON THE PROCESSING OF PERSONAL DATA, pursuant to Article 13 of the GDPR 679/2016 (accompanies the **Application Forms** in Tenders-Calls-Offers etc. of the Procurement and Investment Division of “ThPA SA”).

The Société Anonyme under the name “Thessaloniki Port Authority” (ThPA SA, Law 2688/99, GG 40A'/1- 3-99), having its registered office in Thessaloniki (Pier 1, inside the Port PC: 54625, tel.: 2310 593 118- 121), as legally represented, hereby **informs** and, in conformity with the provisions of the applicable legislation on the protection of personal data, and, the General Regulation EU 679/2016 in particular, **in its capacity as a “Data Controller”**, the natural person (*hereinafter the “Data Subject”*), who signs the Application Form, the Offer or other similar form of the Procurement and Investment Division of “ThPA SA” and submits the necessary supporting documents, **either** on its behalf, as a representative of a private company **or** as a natural person -legal representative of the participant in the legal person procedure, **or** in another similar legitimizing capacity, that ThPA SA and its competent Services-Divisions-Departments (*such as its employees, acting under its supervision, by order and on its behalf and within the framework of their powers and, possibly with others, jointly referred to as “Controllers” and “Processors”, third parties or recipients: other participants in the procedure, Ministries, public authorities, Tax Offices, Judicial Authorities etc. based on the compliance with the legal obligation of the “Processor” or in fulfillment of his duty or for performance of a contract*), **collects, processes and retains** the personal data included in the Application Form, Offer or any other document of the Procurement and Investment Division of “ThPA SA” and in its accompanying documents, which are voluntarily submitted to “ThPA SA” by the “Data Subject” either on his behalf (*private company*) or on behalf of the legal person representing it.

This data will be used for the purposes of handling the Application Form, the Offer or any other similar document of the Procurement and Investment Division of “ThPA SA”. The purpose of processing may be: The evaluation of the Application/Offer etc., the verification of the details of the «Data Subject» or the company that it represents, required by the procedure, the evaluation of the suitability of the «Data Subject» or the company it represents, as a candidate counter-party towards the conclusion of a contract with “ThPA SA” or with a view to concluding a contract (Article 6, par.1b GDPR Expl.44). Furthermore, “ThPA SA” processes such data in order to communicate with the “Data Subject” whenever it considers it to be necessary, on issues relating to the procedure and for reconciling “ThPA SA” with the requirements of the Regulation and law (*compliance with his legal obligation, Article 6, par 1c GDPR*). This data is kept at the competent Procurement Department for **as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfillment of both parties’ obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA SA, as applicable.** Then, they are filed, either on paper or electronically in such a way

that access is not authorized to non-authorized employees. After the elapse of the necessary time period, they will be safely destroyed, as provided for by the relevant legislation (*the provisions of Article 191 §2 of Law 4610/2019 (A'70) apply for the period up to 23- 3- 2018, while, the maximum limitation period laid down in the Civil Code shall apply from then on and for the conversion of the Processor into a SA*). The provision of such data is necessary for this procedure and, failure of the "Data Subject" to provide them will lead to the inability of the Data Subject to participate in the procedure and the impossibility of providing such service.

The "Data Subject" can submit a request to the "Data Controller" on: Access-information, correction, limitation of the processing of data regarding it, objection to processing, erasure of data and data portability **subject to the conditions and limits laid down by the applicable legislation** (e.g. 17 par.3, 20 par.3, 23 GDPR). These rights are exercised either by filling in the relevant application form available **on the Protocol and the Investment and Procurement Division** of "ThPA SA", or by sending a letter to the address: "ThPA SA", Pier 1, within the port, PC: 546, Thessaloniki, tel: 2310 593118- 121, or by sending an email to the address: dpo@thpa.gr. The "Data Controller" provides to the "Data Subjects" will all relevant information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any case **within one month** from receipt of the request. This deadline may be extended by a further period of two months, if necessary, taking into account the complexity of the request and the number of requests (*see for more details: article 12 par. 3 of the GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: Kifisias 1 - 3, P.C. 115 23, Athens) or via email (www.dpa.gr).

Thessaloniki, __ / __ /20__

ISSUED ON: 7/2020

I have become aware of this Update (*signature and in full letters*):

ANNEX C: Participation Guarantee Template

Issuer (Full name of the Credit Institution / UNIFIED INSURANCE FUND OF INDEPENDENTLY EMPLOYED - ENGINEERS' AND PUBLIC CONTRACTORS' PENSION FUND

Date of issuance:

To: **THESSALONIKI PORT AUTHORITY SA**

Address: Technical Service Building of ThPA SA

Guarantee No.in the amount of..... euros.

We have the honor to inform you that we hereby irrevocably and unreservedly guarantee, waiving the right of division and discussion, up to the amount ofeuros, in favor of

(i) [in the case of a natural person]: (name, surname), TIN: (address), or

(ii) [in the case of a legal person]: (full trade name), TIN: (address), or

(iii) [in the case of an Association or Consortium:] the natural / legal persons a) (full name)....., TIN: (address) b)(full trade name), TIN: (address) c)(full trade name), TIN: (address) individually and for each of them and as equally and wholly liable to each other, in their capacity as members of the association or consortium,

for his/her/their participation according to the Call (number / date) of ThPA SA for the appointment of a contractor for the award of the contract: "PROVISION OF COLLECTION AND MANAGEMENT SERVICES FOR SHIP-GENERATED LIQUID WASTE AND CARGO RESIDUES OF VESSELS ARRIVING IN THE MARINE AREA UNDER THE JURISDICTION OF THPA SA".

This guarantee only covers the obligations of (the person to whom the guarantee is issued) deriving from the participation in the above tender, throughout the term of its validity. The above amount is kept at your disposal and will be paid in whole or in part without any dispute or objection from us and without investigating the validity or otherwise of your claim within five (5) days of your simple written notice. This letter of guarantee is valid until.....

If the guarantee is forfeited, the amount of the forfeiture is subject to the relevant stamp duty in force.

We accept to extend the validity of the guarantee upon your written request, which shall be accompanied by the consent of the person in favor of which the guarantee is issued, provided that your request be submitted before the expiry date.

We responsibly certify that the number of letters of guarantee that have been issued, including the amount of this letter, does not exceed the limit of the guarantees that we have the right to issue.

(Signature of the authorized representative)

ANNEX D: TEMPLATE PERFORMANCE GUARANTEE

Issuer (Full name of the Credit Institution / UNIFIED INSURANCE FUND OF INDEPENDENTLY EMPLOYED - ENGINEERS' AND PUBLIC CONBTRACTORS' PENSION FUND

Date of issuance.....

To: **THESSALONIKI PORT AUTHORITY SA**

Address: Technical Service Building of ThPA SA

Guarantee No.in the amount of..... euros.

We have the honor to inform you that we hereby irrevocably and unreservedly guarantee, waiving the right of division and discussion, up to the amount of.....euros, in favor of:

(i) [in the case of a natural person]: (name, surname), TIN: (address), or

(ii) [in the case of a legal person]: (full trade name), TIN: (address)

(iii) [in the case of an Association or Consortium:] the natural / legal persons a) (full name)....., TIN: (address) b) (full trade name), TIN: (address) c) (full trade name), TIN: (address) (to be completed by all members of the association / consortium)) individually and for each of them and as equally and wholly liable to each other, in their capacity as members of the association or consortium, for the good performance of the contract No. regarding the project "PROVISION OF COLLECTION AND MANAGEMENT SERVICES FOR SHIP-GENERATED LIQUID WASTE AND CARGO RESIDUES OF VESSELS ARRIVING IN THE MARINE AREA UNDER THE JURISDICTION OF THPA SA", in accordance with the terms of the Call (number/date) of ThPA SA.

The above amount is kept at your disposal and will be paid in whole or in part without any dispute or objection from us and without investigating the validity or otherwise of your claim within five (5) days of your simple written notice. This letter is valid until..... or until it is returned to us or until we receive your written statement that we can consider our Bank free from any relevant guarantee obligation.

If the guarantee is forfeited, the amount of the forfeiture is subject to the relevant stamp duty in force.

We responsibly certify that the number of letters of guarantee that have been issued, including the amount of this letter, does not exceed the limit of the guarantees that we have the right to issue.

(Signature of the authorized representative)