



11/6/2018

TENDER AA1-6-18



REWARDING RECYCLING S.A.

National Greek Collective System of
Rewarding Alternative Packaging
Waste Management, approved by the
Greek Ministry of Environment

TENDER NOTICE
INTERNATIONAL OPEN TENDER WITH THE LOWEST PRICE CRITERION
FOR LONG-TERM LEASE OF 72 MONTHS,
OF 100 INTEGRATED REWARDING RECYCLING CENTERS,
WITH THE RIGHT TO PURCHASE THEM AT THE END OF THE LEASE PERIOD

Tender Number AA1-6-18

The Board of Directors of the National Greek Collective System of
Rewarding Alternative Packaging Waste Management
"REWARDING RECYCLING SA"

Having regard to the following:

- 1) the Company's need for Long-Term Lease, of one hundred (100) Integrated Rewarding Recycling Centers (IRRC) with the right to purchase them at the end of the lease period
- 2) the decision of the Board of Directors of the Company dated 02.05.2018
- 3) the Company's Purchasing Regulation

DECLARES:

International Open Tender with the lowest price criterion in Euro (€), for "Long-term Lease of 72 months, of 100 Integrated Rewarding Recycling Centers (IRRC) of Packaging, with the Right to Purchase them at the End of the Lease Period", according to what is stated in the present and constitutes an integral part thereof.

Athens, 11 June 2018

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1. Contracting authority and object

1.1. Contracting Authority Information

Name:	REWARDING RECYCLING S.A.
Activity:	National Greek Collective System of Rewarding Alternative Packaging Waste Management, approved by the Greek Ministry of Environment
Postal address:	12, Syngrou Avenue
City:	Athens
Postal code:	11742
Country:	Greece
Phone:	+30 210 6856110
Fax:	+30 210 6856112
Email:	info@antapodotiki.gr
Contact person:	Mr. Constantinos Karagiannopoulos
Internet address (URL):	www.antapodotiki.gr

1.2. Type of Contracting Authority

The Contracting Authority is the National Greek Collective System of Rewarding Alternative Packaging Waste Management, under the name "REWARDING RECYCLING S.A.", which is approved by the Greek Ministry of Environment.

1.3. Main Activity of the Contracting Authority

The main activity of the Contracting Authority is the Organization and Operation of an Alternative System of Rewarding Management of Packaging and Waste, in accordance with the provisions of Law 2939/2001, as in force.

1.4. Brief description of the physical and financial subject of the Tender

The subject of this tender (hereinafter referred to as the "Tender") is the Long-term Lease (72 months), of 100 Integrated Rewarding Recycling Centers (hereinafter referred to as "IRRC"), with the right to purchase them at the end of the lease period.

A detailed description of the physical and financial scope of the Tender is given herein and its annexes, which form an integral part thereof. The Tender will be awarded with the lowest price criterion.

1.5. Deadline for receipt of offers

The final date for receipt of offers is 26 June 2018, Tuesday and local (Greek) time 12:00 noon.

The procedure will be carried out with the delivery of the physical file of the offer at the offices of the Contracting Authority in Athens, 12 Syngrou Avenue, PO 117 42 Greece.

1.6. Publicity

The Tender is published on the company's website www.antapodotiki.gr

1.7. Language

The documents required for the Tender and the participation in the Tender are drawn up in the Greek language. Any objections are submitted in the Greek language.

The bids and the information contained therein are drafted in Greek or accompanied by an official translation in the Greek language. In particular, foreign private documents may be accompanied by a translation in the Greek language certified either by a person competent under the provisions of national law or by a person legally competent in the country in which the document was drawn up.

Documentary evidence is drafted in Greek or accompanied by an official translation in Greek. In particular, foreign private documents may be accompanied by a translation into Greek, certified either by a person competent under the provisions of national law or by a person legally competent in the country where the document was drawn up.

Information and technical brochures and other forms - corporate or not - with special technical content can be submitted in English without a translation into Greek.

Contact with the contracting authority for the provision of any clarifications may be made in either the Greek language or the English language.

The documents of this tender, as defined in the 2.1 paragraph, are published both in Greek and English language. In the event of any inconsistency between the above-mentioned documents, the texts drawn up in the Greek language shall prevail.

2. General conditions for participation:

2.1. Documents of the Tender

The documents of this Tender are the following:

- the number AA1-6-18 Tender Notice, as published on the Company's Web Site
- the following Annexes which form an integral part of it:
 - Instructions to Participants-Definitions (Annex I).
 - Model Bid Bond letter of guarantee (Annex II).
 - Technical Offer - Technical Specifications (Annex III).
 - Model of financial offer (Annex IV).
 - The draft contract (Annex V).

2.2. Providing Additional Information

The relevant requests for additional information are submitted electronically to the e-mail of the contracting authority (info@antapodotiki.gr) at the latest seven (7) days before the closing date for submission of tenders and are answered electronically no later than three (3) days prior to the closing date for the submission of tenders.

The replies of the Contracting Authority are only in writing. No Tenderer may invoke the verbal responses of the Contracting Authority.

The contracting authority may extend the deadline for receipt of tenders so that all tenderers concerned can get all the information necessary for the preparation of tenders when the tender documents are subject to significant changes.

The duration of the extension will be proportional to the importance of the information or changes.

Where additional information is not relevant for the preparation of suitable tenders, no extension of deadlines is required.

2.3. Right of Participation - Qualitative Selection Criteria

2.3.1 Right of Participation

2.3.1.1 Participation in this Tender is open to persons or legal entities or consortium of persons or legal entities or associations of persons or legal entities legally established:

- (a) In Greece or,
- (b) In another Member State of the European Union or,
- (c) In a Member State of the European Economic Area (EEA) or,
- (d) In third countries that have signed and ratified the international GPA or,

(e) In third countries which have signed association agreements or bilateral agreements with the EU or with the Hellenic Republic.

2.3.1.2 Consortium of persons or legal entities are entitled to submit a Joint Offer, subject to the following conditions:

- a. The percentage of participation of each person is necessarily stated in the Offer.
- b. All members of the consortium meet the requirement of legal establishment in Greece or in another Member-State of the European Union (EU) or European Economic Area (EEA) or in third countries that have signed and ratified the International GPA, or have signed and ratified association agreements or bilateral agreements with the EU or with the Hellenic Republic.

2.3.1.3 Consortiums are not obliged to have a certain legal form for the submission of their Offer. If the selected Contractor is a consortium, then, before signing the Contract, it is obliged to have a specific legal form.

2.3.1.4. Associations of persons or legal entities shall submit a joint tender, which shall be obligatory signed either by all the members constituting the association or by a duly authorized by notarial deed representative. The offer must necessarily specify the extent and type of membership of each member of the association.

With the submission of the offer, each member of the association is responsible for the whole. In the event of the award or assignment of the contract, such liability shall continue until the contract is fully executed.

If, due to incapacity for any reason or force majeure, a member of the association can not meet the obligations of the association at the time of the evaluation of the tenders, the remaining members continue to be responsible for the entire joint bid at the same price.

If the above incapacity arises at the time of performance of the contract, the remaining members will continue to be responsible for completing this at the same price and the same terms.

The other members of the association in both cases may propose a replacement.

The replacement may be approved by decision of the contracting authority.

2.3.1.5 Any person or legal entity may participate in the tender either individually or in a, just one, consortium or association of persons or legal entities.

2.3.2. Participation guarantee

2.3.2.1 For the valid participation in the tender procedure, a bid bond letter of guarantee of two hundred and thirty five thousand euros (235,000.00 €) will be submitted by the tenderers, in accordance with the model in Annex II hereof. In the case of an association / consortium of tenderers, the bid bond letter of guarantee also includes the condition that the guarantee covers the obligations of all the bidders participating in the association / consortium.

2.3.2.2 The bid bond letter of guarantee of Annex II, is issued in accordance with the model in this Annex by credit institutions or other legal entities legally operating in Greece or in other countries of the European Union (EU) or the European Economic Area (EEA), or in third countries that have signed and ratified the GPA or in other countries that have signed or ratified Association Agreements or bilateral agreements with the EU or the Hellenic Republic and have, in accordance with the laws of those countries, the right to issue such guarantees. The letter of guarantee is issued at the option of the bidders by one or more issuers of the above paragraph.

2.3.2.3 The bid bond letter of guarantee shall include at least the following information: (a) the date of issue; (b) the issuer; (c) the contracting authority to which it is addressed; (d) the letter number; (e) the amount it covers; (f) the full name, the Tax Identification Number and the address of the tenderer in favor of which the Letter of Guarantee is issued (in the case of an association or consortium, all the above for each member of the association or consortium shall be indicated); (g) the condition that: (aa) the guarantee is issued irrevocably and unconditionally, and the issuer waives the right of division and the excussion, and (bb) in case of the forfeiture thereof, the amount of the forfeiture shall be subject to the stamp duty in force at that time; (h) the details of the relevant tender notice and the date of the tender; (i) the date of expiration or the period of validity thereof; (j) an undertaking by the issuer of the obligation to pay the amount of the guarantee in whole or in part within three (3) days following a simple written notice to the person to whom it is addressed.

The issuer of the bid bond letter of guarantee shall be obliged to extend this validity, following a letter from the contracting authority, to be submitted before the expiry date of the Letter of Guarantee.

If the text of the Letter of Guarantee is not drafted in Greek, it must be accompanied by an official translation in Greek.

The expiry date of the Letter of Guarantee must be at least one month after the end of the period of validity of the offer required by this Tender.

The contracting authority may contact the issuers of the letters of guarantee in order to establish their validity.

The bid bond letter of guarantee will be returned to the tenderers within thirty (30) days of the awarding of this tender.

2.3.2.4. The bid bond letter of guarantee is forfeited if the tenderer withdraws his offer during the period of validity of the bid bond, provides false data or information, and in the event that the contractor does not appear in due time by submitting all the documents required for the signing of the contract.

2.3.3. Suitability and place of business activity

2.3.3.1. Tenderers are required to engage in the manufacture and / or assembly and / or trading of automated packaging recycling machines (as defined in Annex I) for at least the last five calendar years.

Tenderers established in a Member State of the European Union (EU), in order to prove the above described activity, are required to provide a certificate from the competent chamber authority of their place of establishment. In the case of tenderers established in a Member State of the European Economic Area (EEA) or in third countries that have signed and ratified the International GPA or in other countries that have signed or ratified Association Agreements or bilateral agreements with the EU or with the Hellenic Republic, are required to provide a certificate from the relevant business or commercial registers or from other competent bodies authorized to provide such certificates.

Where the tenderer's country of establishment does not hold such a register or there is no such competent body, the document or certificate may be replaced by a sworn statement or, in the Member States or countries where a sworn statement is not

provided, by a statement by the tenderer before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country of origin or the country where the tenderer is established, that such register is not kept and that it exercises the business activity required to perform the object of this Tender.

In the case of consortium or associations of bidders, the requirement to engage the above described activity should apply at least to members representing a holding of more than 50%.

2.3.3.2. In view of the fact that the contracting authority is a Greek National Collective System, whose revenue comes only from the financial contributions paid by companies operating in Greece which (contributions) concern exclusively packaging disposed of within Greek territory, it was decided by the contracting authority and in order to strengthen both the employment and the tax revenues of the country, that the tenderer is required, by penalty of exclusion, to have a business unit (s) of manufacture and / or assembly of automated packaging recycling machines (RVMS) and external metal structures (as defined in Annex I hereto) within the Greek territory, or have contracted with such business unit (s).

In the event that the bidder does not have such business unit (s) for the manufacture and / or assembly of automated packaging recycling machines (RVMS) and external metal structures, then the bidder must submit a solemn declaration of par. 4 of article 8 of Law 1599/1986, as applicable, or sworn statement of the tenderer, or if no sworn statement is provided in the country of his establishment, it may be replaced by a statement before a competent judicial or administrative authority or a notary of his country of establishment, in which it will certify that in the event that it is awarded the tender, it will establish a business unit (s) for the manufacture and / or assembly of automated packaging recycling machines (RVMS) and external metal structures within the Greek territory, or will contract / cooperate with such business unit (s) for the manufacture and / or assembly of automated packaging recycling machines (RVMS) and external metal structures within the Greek territory, and within thirty (30) days of his / her award as the Contractor of the Tender and in any event not after 10 August 2018.

2.3.3.2.1. The tenderer, provided it manufactures the final product (leased equipment), must state in his / her bid the business unit (s) in which he / she will

manufacture the product offered and the place of establishment of the business unit (s). An offer in which the above statement does not exist will be rejected as inadmissible.

2.3.3.2.2. Where tenderers do not themselves manufacture the final product in their own business unit (s), they will declare in their tender the business unit (s) in which the product offered will be manufactured and the place of establishment of the business unit (s).

Also, in their bid, they must also attach a statement to the contracting authority, by the legal representative of the above business unit (s) stating that he (the legal representative) accepts the execution of the particular manufacture or assembly on behalf of the tenderer in the event of the award (to the tenderer) of this Tender.

An offer in which the above statements do not exist will be rejected as inadmissible.

2.3.3.2.3. The change of the business unit (s) declared with the offer and based on which the tender was awarded to the tenderer shall be permitted only on the basis of a justified decision of the contracting authority.

2.3.4. Other supporting documents of participation

For the valid participation in the procedure of this Tender, the following supporting documents of participation will be submitted by the tenderers:

2.3.4.1 Solemn declaration of par. 4 of article 8 of Law 1599/1986, as applicable, or sworn statement of the tenderer, or if no sworn statement is provided in the country of his establishment, it may be replaced by a statement before a competent judicial or administrative authority or a notary of his country of establishment, in which the tenderer states that:

- a. his offer was drafted in accordance with the terms of this notice, which he received and accepted unconditionally, and participates with only one (1) offer in the context of this tender,
- b. the tender submitted covers all the equipment to be leased and the information given in his tender are true and accurate,

- c. the validity term of his offer is one hundred and twenty (120) calendar days counted from the next of the closing date for the submission of offers of the Tender,
- d. waives any right to compensation in respect of any decision by the contracting authority to postpone, cancel or withdraw the tender,
- e. In case of award of the Tender in his favor, he is obliged to submit within ten (10) calendar days from the notification of the relevant notice to him / her, to submit in a sealed envelope, the documents and supporting documents referred to in the paragraph "Tender Award Documents", which are unsealed and checked.

2.3.4.2. All legal documents substantiating the establishment and representation of the tenderer.

2.3.4.3. Decision of the competent body of the tenderer by which:

- a. The tenderer's participation in the Tender is approved
- b. Appoints the legal representative with the authority to sign on behalf of the tenderer all documents of the Tender and the offer.

Natural persons participating in the tender (whether acting alone or as members of associations or consortium) are not obliged to produce such a decision.

2.3.4.4. Associations / Consortium shall submit a joint tender, which shall be obligatory signed either by all the members constituting the association / consortium or by a duly authorized by notarial deed representative.

Additional "other supporting documents of participation" for associations or Consortiums are as follows:

2.3.4.4.1 Agreement between members of the Association / Consortium wherein:

- a. clearly states and clearly defines the percentage of participation of each member of the Association / Consortium in the performance of the procurement of the equipment to be leased,
- b. indicates the percentage on the financial bid corresponding to each member of the Association / Consortium,

- c. to state that upon submission of the offer, each member of the association / consortium is wholly liable and in case of award or assignment of the Tender, this responsibility continues until full execution of the contract,
- d. to state that if, due to incapacity for any reason or force majeure, a member of the association / consortium can not meet the obligations of the association / consortium at the time of the evaluation of the offers, the other members continue to be responsible for the whole of the joint offer with the same price, and if the above incapacity arises at the time of performance of the contract, the remaining members shall continue to be responsible for the completion of the contract at the same price and on the same terms and, in addition, the remaining members of the association / consortium in both cases may suggest replacement,
- e. to state that in case of replacement of a member of the association or consortium it must be approved only by a decision of the contracting authority,
- f. to designate a member as responsible for the coordination and management of all members of the Association / Consortium,
- g. to appoint a joint representative of the Association / Consortium and its members to participate in the tender and to represent the Association / Consortium and its members vis-à-vis the Contracting Authority.

2.3.4.4.2. Decision of the competent body of each member of the Association / Consortium showing the approval of:

- a. participation of the member in the Association / Consortium,
- b. participation of the member in the tender and
- c. ratio of participation of the member in the execution of the offer.

If the Offer is not signed by all members of the Association / Consortium, a notarial deed authorizing the person signing and / or submitting the bid on behalf of the members of the Association / Consortium and / or present at its unsealing.

2.3.4.4.3. The above supporting documents, as applicable, should be submitted for each member of the Association or Consortium.

2.3.5. Tender Award Documents

The Tender Award Documents are, as applicable, the following:

2.3.5.1. Greek or Foreign Citizens

2.3.5.1.1. Submit a solemn declaration of par. 4 of article 8 of Law 1599/1986, as applicable, or sworn statement of the tenderer, or if no sworn statement is provided in the country of his establishment, it may be replaced by a statement before a competent judicial or administrative authority or a notary of his country of establishment, in which the tenderer states that:

- a. has not been convicted by an irrevocable court order for offenses concerning the pursuit of his professional activity relating to embezzlement, fraud, extortion, forgery, perjury, bribery and fraudulent bankruptcy,
- b. is not bankrupt and in bankruptcy proceedings,
- c. he is aware of his obligations regarding the social security contributions and his tax obligations on the date of notification of the invitation to submit the tender award documents.

2.3.5.1.2. Submit the documents defined by the Greek legislation proving that the Contractor owns a business unit(s) which manufactures and/or assembles automatic recycling machines and/or external metal structures or alternatively that the Contractor has contracted / cooperated with such business unit(s).

The above-mentioned documents are as follows:

- a. In case that the Contractor **owns** a business unit(s) which manufactures and/or assembles automatic recycling machines and/or external metal structures, a certificate issued by the Public Tax Authority or any other competent body, which certifies that the Contractor's business activity is in the field of manufacture and/or assembly of automatic recycling machines and/or external metal structures.
- b. In case that the Contractor **does not own** a business unit(s) which manufactures and/or assembles automatic recycling machines and/or external metal structures and the Contractor has contracted / cooperated with such business unit(s):

b.1. A certificate issued by the Public Tax Authority or any other competent body, which certifies that the business activity of the Partner of the Contractor, is in the field of manufacture and/or the assembly of automatic recycling machines and/or external metal structures.

b.2. A statement to the contracting authority, by the legal representative/es of the above business unit(s) stating that he (the legal representative/es) accept(s) the manufacture and/or the assembly of automatic recycling machines and/or external metal structures on behalf of the Contractor.

2.3.5.2. Greek or Foreign Legal Entities

2.3.5.2.1. Submit a solemn declaration of par. 4 of article 8 of Law 1599/1986, as applicable, or sworn statement of the tenderer, or if no sworn statement is provided in the country of his establishment, it may be replaced by a statement before a competent judicial or administrative authority or a notary of the country of establishment, in which the legal representatives of these persons will declare that neither themselves as representatives nor the tenderer Greek or foreign Legal Entities separately:

- a.** have not been convicted by an irrevocable court order for offenses concerning the pursuit of their professional activity relating to embezzlement, fraud, extortion, forgery, perjury, bribery and fraudulent bankruptcy,
- b.** are not bankrupt and in bankruptcy proceedings,
- c.** they are aware of their obligations regarding social security contributions and of their tax obligations on the date of notification of the invitation to submit the tender award documents.

2.3.5.2.2. Submit the documents defined by the Greek legislation proving that the Contractor owns a business unit(s) which manufactures and/or assembles automatic recycling machines and/or external metal structures or alternatively that the Contractor has contracted / cooperated with such business unit(s).

The above-mentioned documents are as follows:

- a.** In case that the Contractor **owns** a business unit(s) which manufactures and/or assembles automatic recycling machines and/or external metal structures, a

certificate issued by the Public Tax Authority or any other competent body, which certifies that the Contractor's business activity is in the field of manufacture and/or assembly of automatic recycling machines and/or external metal structures.

b. In case that the Contractor **does not own** a business unit(s) which manufactures and/or assemblies automatic recycling machines and/or external metal structures and the Contractor has contracted / cooperated with such business unit(s):

b.1. A certificate issued by the Public Tax Authority or any other competent body, which certifies that the business activity of the Partner of the Contractor, is in the field of manufacture and/or the assembly of automatic recycling machines and/or external metal structures.

b.2. A statement to the contracting authority, by the legal representative/es of the above business unit(s) stating that he (the legal representative/es) accept(s) the manufacture and/or the assembly of automatic recycling machines and/or external metal structures on behalf of the Contractor.

2.3.5.3. Associations / Consortiums

They submit for each member of the Association / Consortium all Tender Award Documents, as applicable (Greek or foreign person or legal entity), as mentioned in the respective paragraphs of the present.

2.3.6. Clarifications

The contracting authority may, if it deems it necessary, require each tenderer to provide clarifications concerning the tender supporting documents of participation or the tender award documents which were submitted and the content of his Technical and Financial Offer throughout the evaluation process described below. In this case, clarification is obligatory for the Tenderer and is not considered a counter-offer. Tenderers are required to deliver the clarifications in writing to the contracting authority within the time limit to be specified by the contracting authority, which shall not be less than three (3) working days. By the clarifications provided by the

Tenderers, according to the above mentioned, only those mentioned in the points for which they were requested are taken into account.

In case the requested clarifications, requested by the contracting authority, are not submitted within the deadline set by the Contracting Authority, the Offer will be rejected.

2.4. TECHNICAL OFFER

The Technical Offer includes a detailed presentation of the offered technical solution both with respect to the equipment to be leased and its technical features, and the other individual requirements of the Contracting Authority, as these are specified in Annex III "TECHNICAL SPECIFICATIONS" and in particular:

- a. Presentation of the IRRC offered toward lease.
- b. Completion of the Table of Annex III "Technical Specifications", where all Technical Specifications must be met.
- c. Technical manuals of the offered automated packaging recycling machines and other related documents with the technical features of the IRRC to be leased.
- d. Solemn declaration of par. 4 of article 8 of Law 1599/1986, as applicable, or sworn statement, or if no sworn statement is provided in the country of his establishment, it may be replaced by a statement before a competent judicial or administrative authority or a notary of his country of establishment, of the manufacturer (s) of the automated packaging recycling machines and of the external metal structure, in which it will certify that both the automated packaging recycling machines and the external metal structures fully meet the Technical Specifications as these are specified in Annex III of this Tender.

2.5. FINANCIAL OFFER

2.5.1. The Financial Offer includes the financial offer form of the equipment to be leased, in accordance with the model of Annex IV "FINANCIAL OFFER".

2.5.2. All offered prices are expressed in Euro (€) and do not include the currently applicable VAT of 24%.

2.5.3. In the event of calculation discrepancy (discrepancy due to calculation errors), between the offered prices per unit (columns III, V of the Financial Offer Table of Annex IV) and the total prices (columns IV, VI of the Financial Offer Table of Annex IV), the unit prices shall prevail.

2.5.4. To complete the Financial Offer Form, the Tenderer must also take into consideration any statutory deductions, duties and taxes, as well as any currently applicable contributions or future contributions, as well as any other expense required to cover the tenderer's obligations, the expenses and the profit of the tenderer.

The offered prices are final and are not affected by any fluctuations in the foregoing.

2.5.5. The submission of the Financial Offer in any other manner, results in its rejection.

2.5.6. If the Financial Offer does not clearly indicate the price offered, the offer is rejected as inadmissible.

2.6. SUBMISSION OF OFFERS

2.6.1. Time and method of submitting offers

2.6.1.1. Those wishing to take part in the tender must submit a written offer within the deadline specified in this tender.

2.6.1.2. Offers shall be sent to the Contracting Authority by the specified deadline for receipt of offers, in accordance with paragraph 1.5 of this Tender.

2.6.1.3. Where submitted offers do not comply with the terms of this tender, they shall be rejected as inadmissible.

2.6.1.4. The envelope of each offer must be clearly marked as follows:

- a. The word "Offer".
- b. The full title of the Contracting Authority.
- c. The Tender Number.
- d. The deadline for receipt of offers.
- e. The full details of the tenderer.

2.6.1.5. Offers shall be submitted in a single copy in one sealed envelope bearing the indications referred to in paragraph 2.6.1.4 of this Tender.

2.6.1.6. One single sealed envelope must contain all the elements specified in this Tender.

The single sealed envelope must contain three separate, independent, sealed envelopes, as follows:

A. "Supporting Documents of Participation envelope", which contains all the supporting documents of participation specified in paragraph 2.3. "Right of Participation - Qualitative Selection Criteria" of this Tender.

The supporting documents should be classified in the Envelope in the order requested in paragraph 2.3.

B. "Technical Offer envelope", which contains the elements of the Technical Offer of the tenderer, as required by this Tender and in accordance with Annex III.

C. "Financial Offer envelope", which contains the elements of the Financial Offer of the tenderer, as required by this Tender and in accordance with the model in Annex IV.

2.6.1.7. The envelopes of Supporting Documents of Participation, technical and financial offers also bear the indications of the main envelope.

2.6.1.8. In the event that the elements of the "Technical Offer" can not be placed in the main envelope due to large volumes, they are packed separately and follow the main envelope marked "Appendix of Technical Offer" and the other indications of the main envelope.

2.6.1.9. Offers must be free from scratches, erasures, additions, corrections. If there is any addition or correction to the offer, it must be written and initialed on each page by the tenderer and the competent body for receiving and unsealing of offers, during the check, shall initial and stamp any correction or addition. The offer is rejected when there are corrections that make it unclear at the discretion of the tender evaluation body.

2.6.1.10. By submitting his bid, the tenderer is deemed to accept the terms of the Tender in full and unconditionally and can not, in his or her bid or in any other way, directly or indirectly refute the above terms. After the submission of the offer, and concerning supporting documents of participation submitted lawfully, tenderers provide clarification only when requested by the Contracting Authority. By the clarifications provided, according to the above, only those mentioned in the points for which a request was made by the Contracting Authority are taken into account.

2.6.1.11. Offers are valid and bind the tenderers for one hundred twenty (120) days from the day following the deadline for submission of offers in this tender. If tenderers are invited by the Contracting Authority to extend the validity of their offers and accept the extension, their offers are valid and bind them for that additional period of time. If this extension is not accepted, their offers are rejected.

2.6.1.12. An offer setting a lesser period of validity than the one defined by this Tender is rejected as inadmissible.

2.6.1.13. The validity of the offer may be prolonged in writing, if so requested by the Contracting Authority, before its expiration, for a maximum period of time equal to the one defined in this tender. After the expiry of the above limit for the extension of the validity of the offer, the results of the tender must be canceled unless the Contracting Authority determines, on a case-by-case and justified basis, that the

continuation of the tender is in its best interests, so that the tenderers can either choose to prolong their offer, if they are requested before the expiry of the above limit, to extend their offer, or not. In the latter case, the tendering procedure continues with those who have extended their offers.

2.6.1.14. Counter offers are not accepted. If submitted, they are rejected as inadmissible.

2.6.1.15. With the offer, the offered price of the equipment to be leased is given per unit. The price quoted includes any third-party deductions, as well as any other charge other than VAT, for delivery of the equipment to be leased at the place and in the manner specified by the Contracting Authority in the Greek territory.

2.6.1.16. An offer setting a price readjustment condition is rejected as inadmissible.

2.6.1.17. If the offer does not clearly indicate the price offered, the offer is rejected as inadmissible.

2.6.2. Appeals

2.6.2.1. Against:

- a. the tender notice and
- b. the award decision,

an objection on grounds of legality and substance is allowed.

2.6.2.2. These objections are submitted in writing to the Contracting Authority as follows:

a. Against the tender notice:

Within half of the time from the publication of the Tender to the closing date for submission of offers. The dates of the tender notice and submission of offers shall also be taken into account in determining this time limit.

The objections are examined by the Contracting Authority and the relevant decision no later than five (5) working days before the tender is held.

b. Against the award decision,

with regard to the legality and completeness of the "Tender Award Documents", within three (3) working days, after the tenderer concerned has been notified of the award decision and the above "Tender Award Documents". Such objection shall be notified, within two (2) days of its submission, to the lowest bidder against whom it is directed. The objection is examined by the Contracting Authority which issues its decision no later than ten (10) working days after the expiry of the above three day period.

2.6.2.3. Objections submitted for any other reasons, other than those mentioned above, are not accepted.

2.6.2.4. The relevant decision on the objection shall be notified to the complainants.

2.6.2.5. This decision can not be challenged by any other appeal.

***2.7. CONDUCT OF THE TENDER – EVALUATION OF OFFERS –
REJECTION OF OFFERS-TENDER AWARD***

2.7.1. Unsealing and evaluation of offers

The date and time of the unsealing of the envelope with the supporting documents is 27 June 2018, Wednesday at 13:00 local (Greek) time.

The unsealing is done by the following procedure:

- a. The single sealed envelope is unsealed and the two separate, sealed envelopes containing the "Documents of Participation" and "Technical Offer" are opened and the "Documents of Participation" and "Technical Offer", are initialed by the contracting authority, except for the technical manuals. The envelope containing the Financial Offer is not unsealed but is initialed by the contracting authority in order to be opened on the date and time to be designated.

- b. Following the opening of the two envelopes as described above, the contracting authority first checks, at its closed meetings, the correctness and completeness of the supporting documents submitted. The Contracting Authority may, if necessary, invite Tenderers to provide clarification of the supporting documents of participation within a reasonable time from the date they are requested.
- c. The contracting authority then checks the Technical Offers of the participants in the Tender, which were not rejected during the examination of the supporting documents of participation.
- d. The Financial Offers will be unsealed by the contracting authority after the completion of the technical evaluation process. The date, place and time at which the Financial Offers will be opened will be announced to tenderers who have not been excluded from the two previous stages of checking these supporting documents of participation and the technical offer.
- e. The envelopes of Financial Offers, for those Offers not considered acceptable in the evaluation of the two previous stages of the examination of the supporting documents of participation and the technical offer, are not opened but returned to the Tenderers.
- f. After reviewing the content of the Financial Offers and completing the financial evaluation on the sole criterion of the lowest price, the Contracting Authority classifies the Offers in a comparative table in descending order and records the results of the financial evaluation and the final comparative ranking of the Tenderers, for the designation of the Candidate Contractor to which the project is to be awarded.
- g. Following the announcement of the Candidate Contractor, within ten (10) days of the notification by the Contracting Authority of his / her appointment as a successful tenderer, with acknowledgment of receipt, he / she shall submit in a sealed envelope the Tender Award Documents defined in paragraph 2.3.5. of this Tender, which are opened and examined by the contracting authority.
- h. In the event that the Candidate Contractor does not provide one or more of the Tender Award Documents for the award as defined in paragraph 2.3.5. of this tender, the award shall be made to the tenderer at the immediately following lowest price. In the event that he does not provide one or more of the documents and supporting documents required by the above, the award

shall be made to the tenderer at the immediately lower price and so on. If none of the tenderers provides, in accordance with the terms and conditions of the above provisions, one or more of the documents and supporting documents required by them, the tender is canceled.

2.7.2. Rejection of offers

The Offers of Candidate Contractors shall be rejected as inadmissible, following a decision by the contracting authority, and shall not be evaluated in any or more of the following, inter alia, cases:

- a. Submission after the deadline and time of receipt of the Offers.
- b. Lack of any of the documents mentioned in this notice, as well as any other supporting documents defined herein.
- c. Lack of legal translations for documents that require translation in Greek.
- d. Failure to provide clarification on the supporting documents required by the Notice and the Tender within the time limit set by the contracting authority.
- e. Validity period of the Offer shorter than requested.
- f. Delivery time greater than requested.
- g. Refusal to extend the validity of the Offer or failure to respond to the relevant request of the Contracting Authority within the time period specified in this Notice, if such matter arises.
- h. Offer content that is vague, cannot be evaluated, conditional and / or contradictory.
- i. Incomplete compliance with terms of this Notice.
- j. Appearance in the Offer of substantial deviations from the terms and technical specifications of the Notice.
- k. Any ambiguity in determining the price offered.
- l. Price reference in any currency other than that of the Euro.
- m. Failure to provide the required documents at the award stage.

The above cases are indicative and not exclusive.

2.7.3. Tender Cancellation

The contracting authority reserves the right, at its sole discretion and without any penalty to it, to cancel, withdraw or resume the tender by changing the terms and specifications of the Tender Notice at each stage of the procedure.

2.7.4. Announcement of award - assignment

2.7.4.1 A relevant announcement is sent to the Candidate Contractor, and which announcement shall include the following:

- a. The equipment to be leased for long-term period (IRRC).
- b. The total quantity of equipment to be leased (IRRC).
- c. The final schedule of partial delivery of the equipment to be leased (IRRC).
- d. The financial terms.
- e. The draft contract attached to the notice.
- f. The deadline for signing the contract.

2.7.4.2 The Candidate Contractor who has been awarded the present Tender, is required to attend within ten (10) days from the date of notification of the announcement for the signing of the relevant contract so that it becomes also the Final Contractor of this Tender.

2.7.4.3 If the Candidate Contractor who has been notified does not come forward to sign the contract in accordance with the above terms, it shall be declared forfeited by decision of the contracting authority.

2.7.5. Contracts

2.7.5.1. Following the announcement of award, the contract, the draft of which is attached to this tender, is signed by both parties. The contracting authority supplements in the contract text the details of the offer of the Final Contractor with which it participated in the tender and which offer was accepted by awarding the tender to him. No negotiation may be made in the text of the contract attached to

the tender notice, or in any way modifying or supplementing the offer of the Final Contractor.

2.7.5.2. The contract includes, among others:

- a. The place and time of signing the contract.
- b. The contracting parties.
- c. The IRRC to be leased long-term and the quantity of them.
- d. The financial terms.
- e. The place, manner and final schedule of delivery of the IRRC.
- f. The technical specifications of the IRRC
- g. The prescribed length of the warranty for the proper operation of the leased equipment.
- h. Any prescribed clauses.
- i. How to resolve any disputes.
- j. The method and time of payment.

2.7.5.3. The text of the contract overrides any other text on which it is based, such as an offer, tender notice and a decision to award or assign, except of obvious errors or omissions.

2.7.5.4. In objectively justified cases and following a decision by the contracting authority, if both parties so agree, the contract may be amended.

2.8. Delivery time of the equipment to be leased

2.8.1. The Contractor is obliged to deliver the equipment to be leased within the time limits specified in this Tender.

2.8.2. By a decision of the contracting authority which must be justified, the contractual delivery time of the equipment to be leased may, in objectively justified cases, be prolonged at the request of the Contractor which must be submitted before the end of the contractual period. If the contractual delivery time expires without a request for an extension being submitted in due time or if the extended period

expires without the delivery of the equipment being leased, the Contractor may be declared forfeited after a decision by the contracting authority.

2.8.3. The Contractor shall be obliged to notify the contracting authority of the date it intends to deliver the equipment to be leased, at least five (5) working days before this date.

2.8.4. After each delivery of the equipment to be leased in the reception area designated by the contracting authority and within the Prefecture of Attica, the Contractor is obliged to submit to the Contracting Authority a receipt, certified by an authorized person, and which shall indicate the delivery date, the quantity and number of the contract in respect of which it was presented.

2.8.5. By decision of the contracting authority, the contractual delivery time of the equipment to be leased may be changed. Such change shall be permitted only if there are reasons of force majeure or other serious reasons which make it objectively impossible for the equipment to be leased to be delivered on time. In case of the change of the conventional delivery time, no penalties are imposed.

2.9. Receipt method of the equipment to be leased

2.9.1. The receipt of the equipment to be leased is done by a person authorized by the Contracting Authority.

2.9.2. During the delivery process, the Contractor is invited to attend, if he so wishes, and quantitative and qualitative control is carried out. Qualitative control is done in the following ways:

- a. By visual inspection
- b. With a physical test

2.9.3. Upon completion of the qualitative control, the contracting authority draws up a visual inspection and physical control, followed by a final document (protocol) for the receipt or rejection of the equipment to be leased.

2.9.4. In the event where the contracting authority rejects the equipment to be leased, it shall indicate in the relevant document (protocol) the deviations it presents from the terms of the contract and the reasons for the rejection and shall state whether it can be used. If the contracting authority decides that the deviations of the equipment to be leased will not affect its suitability and may be used, by its relevant decision it may accept the receipt of the equipment to be leased at a discount on the contract price.

2.10. Time of receipt of the equipment to be leased

2.10.1. The receipt of the equipment to be leased will be made partially and according to the schedule below, which may be modified following a decision by the contracting authority, which will be notified in writing to the contractor thirty (30) days prior to the initially specified reception times.

The schedule for receipt of the equipment to be leased by the contracting authority is as follows:

- a) Up to 31 August 2018, 30 IRRC will be received.
- b) Up to 31 October 2018, 20 IRRC will be received.
- c) Up to 31 January 2019, 25 IRRC will be received.
- d) Up to 31 January 2020, 25 IRRC will be received.

2.10.2. The contractual schedule of receipt starts from the date of completion of the quality control of the equipment to be leased, which must be completed within five (5) working days from the date of delivery of the equipment to be leased by the contractor. Upon expiry of the aforementioned deadline, it is assumed that the receipt of the equipment to be leased was done ex officio.

3. Annexes

3.1. Annex I - INSTRUCTIONS TO PARTICIPANTS - DEFINITIONS

The following terms will have the meanings assigned to them below:

CONTRACTOR

The Tenderer to be selected and to conclude a Contract with the Contracting Authority in accordance with the terms and procedure described in the Tender Documents.

CONTRACTING AUTHORITY

The National Greek Collective System of Rewarding Alternative Packaging Waste Management "REWARDING RECYCLING SA", approved by the Greek Ministry of Environment.

AWARD DECISION

The decision issued by the Contracting Authority by which the Contract is awarded to the Tenderer to be selected.

AUTOMATED METAL PACKAGING RECYCLING MACHINE (Can RVM).

An automated machine for identifying, separating, receiving, processing (compressing) metal packaging (aluminum or tinfoil) and temporarily storing the collected packaging in a suitable bin, by providing a coupon-rewarding fee to the public for returned packaging.

AUTOMATED PLASTIC PACKAGING RECYCLING MACHINE (PET RVM).

An automated machine for identifying, separating, receiving, initial processing (compressing or shredding) plastic packaging and temporarily storing the collected packaging in a suitable bin, by providing a coupon-rewarding fee to the public for returned packaging.

AUTOMATED GLASS PACKAGING RECYCLING MACHINE (Glass RVM).

An automated machine for identifying, separating, receiving, initial processing

(crushing) glass packaging and temporarily storing the collected packaging in a suitable bin, by providing a coupon- rewarding fee to the public for returned packaging.

EXTERNAL METAL STRUCTURE

The external metal structure which houses automated recycling machines for metal, plastic and glass packaging.

INTEGRATED REWARDING RECYCLING CENTER (IRRC)

The Integrated Separate Collection and Recycling of Plastic, Glass and Metal Packaging consisting of:

- ✚ An external metal structure
- ✚ An automated metal packaging recycling machine (Can RVM)
- ✚ An automated plastic packaging recycling machine (PET RVM)
- ✚ An automated glass packaging recycling machine (Glass RVM)

The technical specifications of both the external metal structure and each of the three machines (metal plastic and glass packaging) are described in Appendix III "Technical Specifications" of the present.

LONG-TERM LEASE-LEASE PERIOD

The lease that lasts more than twelve months. For the present Tender the period of the lease is set at 72 months.

EQUIPMENT TO BE LEASED

One hundred (100) IRRC as defined above.

TENDERER

Any person or legal entity or association of such persons or legal entities or a consortium of such persons or legal entities participating in the Tender by submitting a bid.

OFFER

The technical and financial proposal for the implementation of the Tender, prepared and submitted by the Tenderer in accordance with the manner and terms described

in the Tender Documents.

CONTRACT

The Contract concluded between the Contracting Authority and the Contractor.

3.2. Annex II - Model Bid Bond Letter of Guarantee

Bank Name:
Branch:
(Address, street, number, PC, Tel, Fax)
Date of issue.....
EURO
To: Contracting Authority

BID BOND LETTER OF GUARANTEE NO. _____ EURO _____

Herewith we guarantee, irrevocably and unconditionally, waiving the right to division and excussion, in favor of

(In case of an individual company: the Company street
..... Number PC ,)

(or in the case of an Association or Consortium: the Companies

a) street number PC

b) street number PC

c) street number PK

members of the Association or Consortium, individually for each of them and as jointly and severally liable between themselves in their capacity as members of the Association or Consortium,

and up to the amount of the euro, for the participation in the tender of for the selection of Contractor for

".....", total value, according to the number Tender Notice.

This guarantee covers all the obligations arising from the participation in the above tender throughout its validity

(In the case of an individual company: this Company or, in the case of an Association or a Consortium: the Companies of the Association or Consortium individually for each of them and as jointly and severally liable between themselves in their capacity as members of the Association or Consortium.)

The above amount of the guarantee is at your disposal and we are required to pay you with your statement alone, in whole or in part, without any objection on our

behalf and without considering the merits of your claim irrespective of any appeal or legal remedy, within three (3) days of your written notice.

We accept to extend the validity of the guarantee, following a simple letter from your relevant Service, provided that your request is submitted to us before the date of its expiry.

In the event of the forfeiture of the guarantee, the amount of the forfeiture is subject to the applicable stamp duty.

Our present guarantee is valid only until or until it is returned to us or until we receive a written statement from you that we may consider our Bank free of any relevant guarantee obligation.

It is hereby certified that the amount of our letters of guarantee given, taking into account the amount hereof, does not exceed the limit of the guarantees that we have the right to issue.

(Authorized signature)

3.3. ANNEX III - TECHNICAL SPECIFICATIONS

<u>TECHNICAL SPECIFICATIONS</u>	MEETS THE SPECIFICATION (YES/NO)
1. TECHNICAL FEATURES	
1.1. The automated packaging recycling machines must bear the mark "CE".	
1.2. The IRRCs must be new and upon the date of their delivery the date of their manufacture should not exceed three (3) months.	
1.3. The IRRCs must be made of materials that are able to withstand the conditions of areas near the sea.	
1.3.1. A certificate must be submitted of the manufacturer (s) both of the automated packaging recycling equipment, as well as of the external metal structure, stating that the offered respective equipment has been installed by at least one of its customers, at a distance less than two hundred (200) meters from the sea, for at least one (1) year and operates without any problems, while the full contact details of at least one such customer must be included.	
1.4. The operation of the offered IRRC requires either three-phase electrical supply (cable 5 x 2.5 with safety fuse with at least 16A per phase) or single-phase electrical supply.	
1.5. <u>The external metal structure must:</u>	
1.5.1. fully comply with the attached drawings* of this Annex	
1.5.1. be suitable (the exterior part of the metal structure) for the placement of digital printing decals,	
1.6. The automated packaging recycling machines must have suitable equipment in order to automatically receive, identify, make the initial processing and storage in a bin (s) of the glass, plastic and metal packaging, with the option to supply a monetary (rewarding) fee to the public for the returned packaging.	
1.7. The automated packaging recycling machines must:	
1.7.1. operate without any problems in temperatures up to, at least, 35°C,	

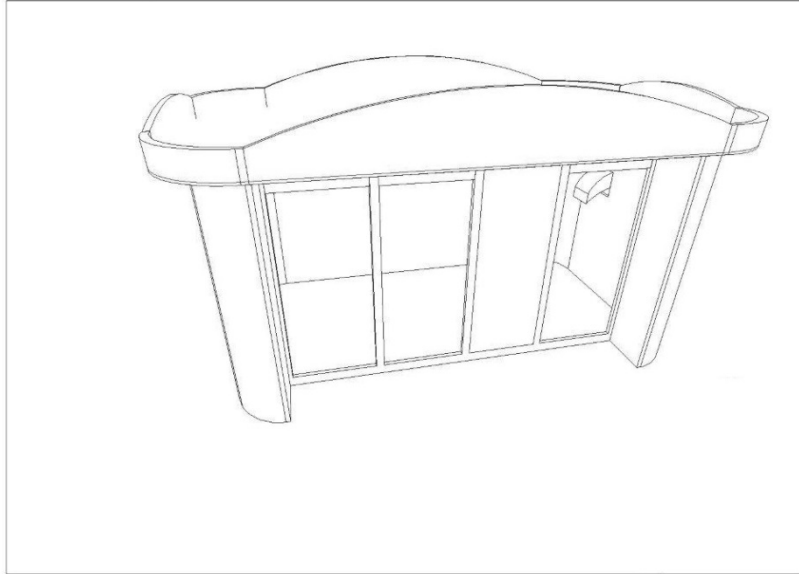
1.7.2. have a screen, for the information and guidance of the user concerning its operation, in Greek and English,	
1.7.3. have a minimum speed of accepting 30 packaging units per minute,	
1.7.4. have a system for identifying the material of the packaging returned, with the use of barcode scanner,	
1.7.5. have a system for identifying the material of the packaging returned, with the use of sensors, at least for plastic and metal (PET / metal scanner respectively), or other equivalent system for the identification of the packaging material,	
1.7.6. have operating software that enables the setting of the offered value of the monetary (rewarding) fee,	
1.7.7. have the equipment that enables the printing and the automatic delivery to the user of the coupon with the offered monetary (rewarding) fee, by pressing a button, or in any other manner,	
1.7.8. have the equipment that gives to the user at least two options for receiving the offered monetary (rewarding) fee (e.g. one option for receiving a coupon to be cashed in and a second option for donating the fee),	
1.7.9. have a system, which can store and send with the use of GSM, the following, at least, statistical data: <ul style="list-style-type: none"> ✓ number of collected packaging by material, ✓ amount of offered monetary (rewarding) fee per packaging material, ✓ number of users 	
1.7.10. have a system, which can send with the use of GSM, notification concerning any problems in their operation. The notification must include at least the time, the code and a brief description of the problem concerning the operation of the machine.	
1.8. The tenderer must grant free of charge one user license, for six years, to the Contracting Authority for a software program that monitors / presents (read only): <p>a) the faults / problems and</p> <p>b) the number of the collected containers,</p> of the automated packaging recycling machines per IRRC.	

2. WARRANTY	
2.1. The Tenderer must offer free warranty to the Contracting Authority for at least six (6) years, from the date of final receipt of each IRRC.	
2.1.1. The warranty shall apply for the proper use of the equipment and includes the necessary spare parts (excluding spare parts installation services).	
3. FREE SPARE PARTS	
3.1. The Tenderer must offer free spare parts to the Contracting Authority for at least six (6) years, from the date of final receipt of each IRRC.	
3.1.1. The free offering of spare parts includes the case of the incorrect use of the equipment by the users and includes the spare parts (excluding spare parts installation services).	
3.1.2. The free offering of spare parts does not include the case of the improper use of the equipment by the technicians of the Contracting Authority.	

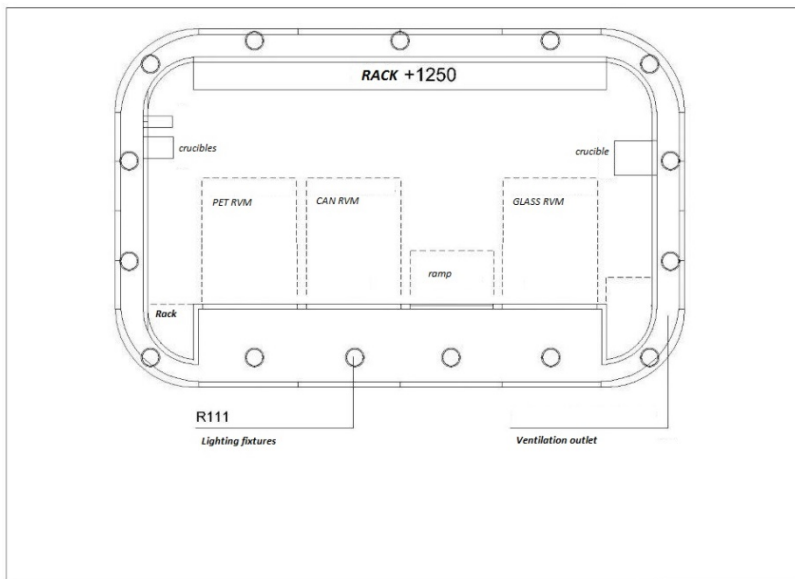
*** : Drawings**



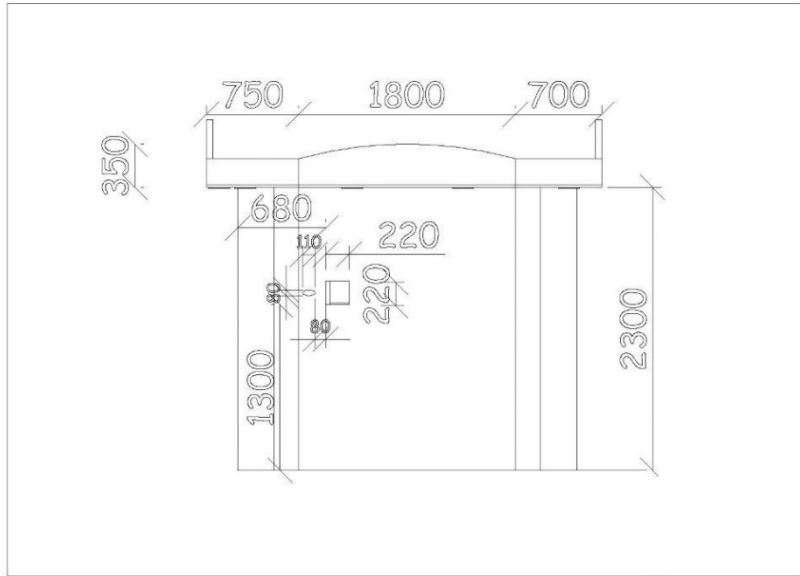
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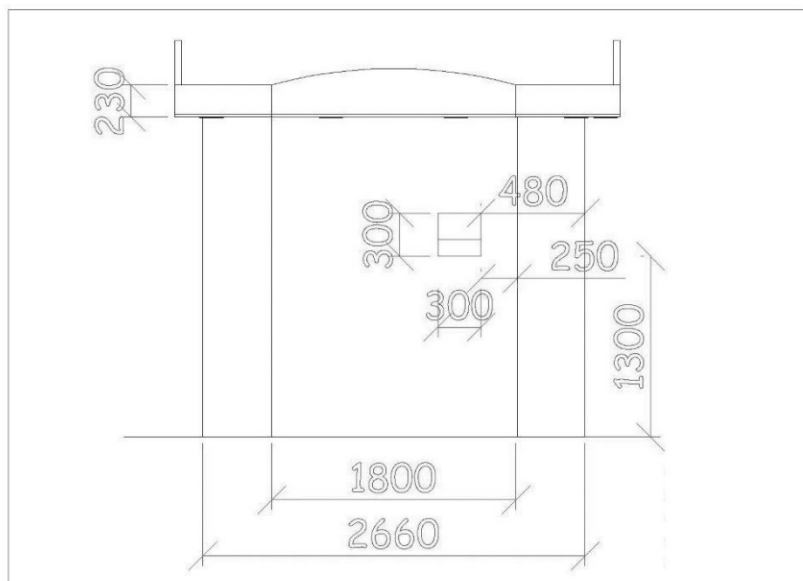
Drawing 2



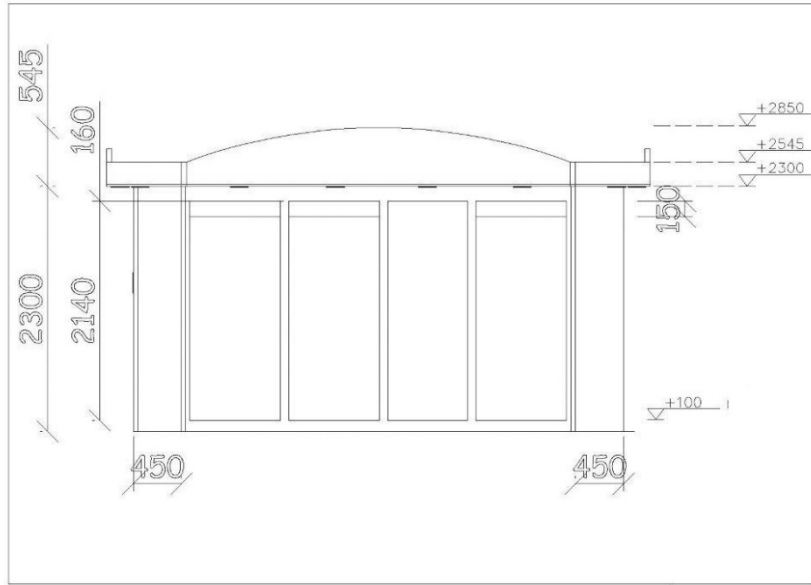
Drawing 3



Drawing 4



Drawing 5



Drawing 6

3.4. Annex IV - FINANCIAL OFFER

To: REWARDING RECYCLING SA
Tender No.: AA1-6-18
Currency of tenders: EURO (€)

Financial Offer Table					
Column I	Column II	Column III	Column IV	Column V	Column VI
<i>S/N</i>	<i>Offered Equipment to be Leased, for a period of 72 months</i>	<i>Offer Price of Monthly Rent per 1 IRRC, not including VAT (A)</i>	<i>Total Offered Price, per 1 IRRC, for 72 months, not including VAT (B = A x 72)</i>	<i>Offer Price of Purchase Amount, per 1 IRRC, at the end of the Lease period, not including VAT (C)</i>	<i>Total Offered Price, per 1 IRRC, not including VAT (D= B+C)</i>
1	Integrated Rewarding Recycling Center (IRRC)	.....	.....	.....	.....

Terms to be taken into account:

1. The empty fields of the above "Financial Offer Table" (Columns III, IV, V, VI of line 1), must be completed by the Tenderer.
2. The "Offer Price of Monthly Rent per 1 IRRC, not including VAT" (Column III) must range between the amount of one thousand Euros and one thousand one hundred Euros (i.e. the minimum price can be 1000 Euros and the maximum price can be 1100 Euros).
3. The "Offer Price of Purchase Amount, per 1 IRRC, at the end of the Lease Period, not including VAT" (Column V) must range between the amount of zero Euros and fifteen thousand Euros (i.e. the minimum price can be 0 Euros and the maximum price can be 15000 Euros).

Tenderer's Signature:

.....

Full Name of the Legal Representative of the Tenderer:

.....

Tenderer's Stamp:

.....

Date:

.....

3.5. Annex V - Draft Contract

DAFT CONTRACT FOR LONG-TERM LEASE PERIOD OF 72 MONTHS OF 100 INTEGRATED REWARDING RECYCLING CENTERS, WITH THE RIGHT OF PURCHASE THEM AT THE END OF THE LEASE PERIOD

In Athens, today 2018, this cooperation agreement is concluded between the following parties:

1) **"REWARDING RECYCLING S.A."** (ANTAPODOTIKI ANAKYKLOSI S.A.) duly incorporated and operating in accordance with the Greek law, with seat in Athens (12, Syngrou Avenue) and legally represented by who signs the present by virtue of the related decision of the company's BoD, VAT 998105980 Tax Office FAE (Commercial Companies' Athens Office) (hereinafter called "REWARDING RECYCLING") and

2) **"....."** duly incorporated and operating in accordance with the Greek law, with seat in (..... street), and legally represented by who signs the present by virtue of the decision....., VAT....., Tax Office..... (hereinafter called the "Manager", and in common with "REWARDING RECYCLING" they will be collectively called the "Parties")

agreed and accepted the following:

Article 1 - Preamble

By virtue of Law 2939/6-08-2001 on the "Packaging and alternative management of packaging and other products – Incorporation of the National Organisation for the Alternative Management of Packaging and other waste - NOAMP) and other provisions" (hereinafter called the "Law"), the packagers-importers of packaging and anyone who distributes to the market packaged products (dealers) for the end user or the end consumer are required either to organise individual systems or to

participate in approved collective systems of alternative management of the packaging regarding their activity.

Pursuant to the Law, by virtue of the decision no. 193471/31.12.2008 of the Minister of the Environment, Land Planning and Public Works (Government Gazette 2711 B'/31.12.2008), REWARDING RECYCLING has been authorised to organise and operate a system of collective alternative management (hereinafter called the "System"). To implement the System, REWARDING RECYCLING cares for the collection of used packaging or/and waste of non-hazardous packaging coming from the managers participating in the System and for the canalisation into the most advisable alternative solutions of waste management, thus the recovery, including the recycling, of the collected packaging or packaging waste of the managers-participants, using clean technologies.

The basic method applied by the Lessee for the alternative packaging and waste management is the use of Integrated Rewarding Recycling Centers (IRRC).

The Lessee, in accordance with the decision of its Board of Directors dated 2-5-2018, decided the tender No AA1-6-18 "International open tender with the lowest price criterion for long-term lease of 72 months, of 100 Integrated Rewarding Recycling Centers, with the right to purchase them at the end of the lease period".

Article 2 - Object of the Agreement

The Lessor became in accordance with the ... / ... / and with a number decision of the Contracting Authority - Lessee, Contractor of the Tender, number AA1-6-18, for the Long-Term Lease of 100 Integrated Rewarding Recycling Centers, hereinafter IRRC, for period of 72 months, with the right of purchase them at the end of the lease period.

The object of this Contract regards to the lease by the Lessee, "REWARDING RECYCLING" of 100 Integrated Rewarding Recycling Centers for long term period of 72 months, with the right of purchase them at the end of the lease period, according to the terms included herein.

Article 3 – Delivery Time – Method of Receipt and Time of Receipt of the equipment to be leased

3.1. Delivery time of the equipment to be leased

3.1.1. The Lessor is obliged to deliver the equipment to be leased within the time limits specified in the present contract.

3.1.2. By a decision of the Lessee, which must be justified, the contractual delivery time of the equipment to be leased may, in objectively justified cases, be prolonged at the request of the Lessor, which must be submitted before the end of the contractual period. If the contractual delivery time expires without a request for an extension being submitted in due time or if the extended period expires without the delivery of the equipment being leased, the Lessor may be declared forfeited after a decision by the Lessee.

3.1.3. The Lessor shall be obliged to notify the Lessee of the date it intends to deliver the equipment to be leased, at least five (5) working days before this date.

3.1.4. After each delivery of the equipment to be leased in the reception area designated by the Lessee and within the Prefecture of Attica, the Lessor is obliged to submit to the Lessee a receipt, certified by an authorized person, and which shall indicate the delivery date, the quantity and number of the contract in respect of which it was presented.

3.1.5. By decision of the Lessee, the contractual delivery time of the equipment to be leased may be postponed. Such postponement shall be permitted only if there are reasons of force majeure or other serious reasons which make it objectively impossible for the equipment to be leased to be delivered on time. In case of the postponement of the conventional delivery time, no penalties are imposed.

3.2. Delivery method of the equipment to be leased

3.2.1. The receipt of the equipment to be leased is done by a person authorized by the Lessee.

3.2.2. During the delivery process, the Lessor is invited to attend, if it so wishes, and quantitative and qualitative control is carried out. Qualitative control is done in the following ways:

- a. By visual inspection
- b. With a physical test

3.2.3. Upon completion of the qualitative control, the Lessee draws up a visual inspection and physical control, followed by a final document (protocol) for the receipt or rejection of the equipment to be leased.

3.2.4. In the event where the Lessee rejects the equipment to be leased, it shall indicate in the relevant document (protocol) the deviations it presents from the terms of the contract and the reasons for the rejection and shall state whether it can be used. If the Lessee decides that the deviations of the equipment to be leased will not affect its suitability and may be used, by its relevant decision it may accept the receipt of the equipment to be leased at a discount on the contract price.

3.3. Time of receipt of the equipment to be leased

3.3.1. The receipt of the equipment to be leased will be made partially and according to the schedule below, which may be modified following a decision by the Lessee, which will be notified in writing to the Lessor thirty (30) days prior to the initially specified reception times.

The schedule for receipt of the equipment to be leased by the Lessee is as follows:

- e) Up to 31 August 2018, 30 IRRC will be received.
- f) Up to 31 October 2018, 20 IRRC will be received.
- g) Up to 31 January 2019, 25 IRRC will be received.
- h) Up to 31 January 2020, 25 IRRC will be received.

3.3.2. The contractual schedule of receipt starts from the date of completion of the qualitative control of the equipment to be leased, which must be completed within five (5) working days from the date of delivery of the equipment to be leased by the Lessor. Upon expiry of the aforementioned deadline, it is assumed that the receipt of the equipment to be leased was done ex officio.

3.4. Place of delivery

The delivery of the IRRC by the Lessor to the Lessee will be made for free, at a place indicated by the Lessee in writing (by simple letter) and within the Prefecture of Attica.

4. Financial Terms

4.1. Rent and purchase amount based on Financial Offer

The monthly rent and the purchase amount at the end of the lease period for the implementation of the financial terms of the present contract, resulted after the awarding of the Lessee as the Contractor of the tender No AA1-6-18 according to the lowest price criterion as follows:

- a) Monthly rent per one (1) IRRC for a contractual period of 72 months: € (Column III of the "Financial Offer Table")
- b) Purchase amount per one (1) IRRC at the END of the lease period € (Column V of the "Financial Offer Table")

4.2. Determination of the final amount of monthly rent according to the number of returned containers per one (1) IRRC.

Due to the obligation arising from paragraphs 2 and 3 of Appendix III "Technical Specifications" of the Tender for the grant of Free Warranty and Free Spare Parts, the Monthly Lease as defined in paragraph 4.1. will be increased according to the number of returned containers to the IRRC, based on the following:

<p>Amount of the Monthly Rental according to the financial offer of the Lessor per IRRC</p> <p>[Column A]</p>	<p>Number of the Recycled Packaging per month and per IRRC</p> <p>(=number of plastic, metal and glass containers)</p> <p>[Column B]</p>	<p>Percentage of Increment of the Monthly Rental per IRRC, depending on the number (Column B) of the Recycled Packaging to it per month and per IRRC</p> <p>[Column C]</p>	<p>Amount of Increment of the Monthly Rental per IRRC, depending on the number (Column B) of the Recycled Packaging to it per month and per IRRC</p> <p>[Column D= Column A x Column C]</p>	<p>Final Amount of the Monthly Rental per IRRC (maximum value of it € 1100)</p> <p>[Column E = Column D x Column A]</p>
<p>.....</p>	0-200000	2%	.....	.....
	200001-250000	4%	.....	.....
	250001-350000	6%	.....	.....
	>= 350001	8%	.....	.....

4.2.1. The number of the monthly recycled packaging per IRRC which is used to define the items referred to in paragraph 4.2, will be given-calculated by the software which, according to paragraph 1.8. of Appendix III - "Technical Specifications" of the Tender, the Lessor is obliged to grant free of charge to the Lessee.

4.3. Invoicing-Payment of Monthly Rent

4.3.1. Monthly rents are prepayable and paid by the Lessee within the first 5 calendar days of each calendar month.

4.3.2. The Lessor will be issuing to the Lessee, within the first 5 calendar days of each calendar month, an Invoice pursuant to paragraph 4.2, the value of which will be charged with the relevant V.A.T., currently 24%.

4.3.3. In the event of receipt by the Lessee of the IRRC, during a calendar month, the first monthly rent shall be calculated according to the proportion of the operating days within the month that its operation started.

5. Warranty

5.1. In fulfillment of the terms of the No. AA1-6-18 Tender, the Lessor provides with a warranty for the IRRC to be leased for a period of ... months. This period starts from the date of receipt of each IRRC to be leased by the Lessee, in accordance to the relevant document (receipt protocol) as mentioned in paragraph 3.2. of this Contract and is terminated at the end of the next month following the month of the expiration of the warranty of the months.

5.1.1. The warranty shall apply for the proper use of the equipment and includes the necessary spare parts (excluding spare parts installation services).

5.2. During the period of validity of the warranty, the Lessor is obliged to provide free of charge the spare parts (free based on warranty) that will be required to repair any malfunction that occurs during this period.

5.3. The Lessor is obliged to deliver the warranted spare parts to the Lessee, within 30 days of the date of the functionality test of the IRRC that require repairing, upon written notice from the Lessee for the IRRC that have malfunctions, reporting in full details for the relevant malfunction.

The Lessor is entitled to proceed to a functionality test of each malfunction for which it has been informed in writing by the Lessee, within 5 working days of the date of its notice.

This functionality test of each malfunction will be done by the onsite inspection of specialized personnel of the Lessor and the presence of an authorized person by the Lessee, while a relevant technical audit document will be drawn up.

If the malfunction, during this test, is being repaired, then the Lessor is not obliged to deliver the relevant spare part.

6. Free of charge spare parts

6.1. In fulfillment of the terms of the No. AA1-6-18 Tender, the Lessor provides free of charge spare parts for the IRRC to be leased for a period of ... months. This period starts from the date of receipt of each IRRC to be leased by the Lessee, in

accordance to the relevant document (receipt protocol) as mentioned in paragraph 3.2. of this Contract and is terminated at the end of the next month following the month of the expiration of the warranty of the months.

6.1.1. The free offering of spare parts includes the case of the incorrect use of the equipment by the users and includes the spare parts (excluding spare parts installation services).

6.1.2. The free offering of spare parts does not include the case of the incorrect use of the equipment by the technicians of the Lessee.

6.2. During the validity of free spare parts period, the Lessor is obliged to provide free of charge the spare parts (free spare parts) that will be required to repair any malfunction that occurs during this period.

6.3. The Lessor is obliged to deliver the free spare parts to the Lessee, within 30 days of the date of the functionality test of the IRRC that require repairing, upon written notice from the Lessee for the IRRC that have malfunctions, reporting in full details for the relevant malfunction.

The Lessor is entitled to proceed to a functionality test of each malfunction for which it has been informed in writing by the Lessee, within 5 working days of the date of its notice.

This functionality test of each malfunction will be done by the onsite inspection of specialized personnel of the Lessor and the presence of an authorized person by the Lessee, while a relevant technical audit document will be drawn up.

If the malfunction, during this test, is being repaired, then the Lessor is not obliged to deliver the relevant spare part.

7. Duration

7.1. The entry into force of this Contract shall commence on its signature and shall expire on 30 January 2026.

7.2. The above duration is ex officio extended if, by decision of the Lessee, the timeframe for the receipt of the equipment to be leased is extended, according to the provisions of paragraph 3.3.1 of the present agreement, to equal period of time, as the one of the extension.

8. Ownership of the Equipment to be leased (IRRC)

The Ownership of the equipment to be leased, shall remain to the Lessor for the entire duration of this Contract and shall be transferred to the Lessee at the end of the lease term and in any case, after the complete payment of the agreed price € per IRRC, as mentioned in paragraph 4.1.b. of the present.

9. Clauses

9.1. The Lessor is obliged to pay a clause of EUR 150 per day of delay in delivery of each IRRC, based on the agreed timetable as defined in paragraph 3.3.1. of this.

9.2. The Lessor is required to pay a clause of EUR 50 per day of delay in delivery of the necessary spare part, based on the agreed timetable as defined in paragraphs 5 and 6 hereof.

9.3. The clause may be offset against the amount of the monthly rent due by the Lessee to the Lessor at the time of the clause.

9.4. The Lessee is obliged to pay a clause equal to EUR 0.10 per day of late payment of the monthly rent per IRRC, based on the agreed timetable as defined in paragraphs 4 hereof.

10. Denouncement/ Termination of Contract

10.1. In the event of either Party notes that the other Party has breached an essential condition of this Contract, it shall notify the infringing Party in writing of a time limit of thirty (30) days to remedy its unconventional conduct, otherwise the Contract may be terminated without notice for the non - failing Part.

10.2. In the event of termination of this Contract, it shall remain in full force and effect for the purposes of the full settlement of the legal claims between the Parties.

11. General Terms

11.1. This contract and its annexes constitute the entire agreement between the Parties and shall prevail over any other applicable until signature of this written or oral agreement between the Parties. All the terms of this Agreement are agreed as essential and may only be modified by a new written agreement of the Parties. If any of these terms is judged as void, voidable or invalid, the validity of the remainder remain in full force will not be affected as if the invalid / invalid or invalid term had not been included in this from the beginning. Counter evidence to the terms of this Agreement is permitted only in writing, excluding any other means of proof.

11.2. All notifications, requests, etc. between the Parties will be made in writing and sent to the addresses specified at the beginning of this Contract. Any change of address will be notified in writing.

11.3. This Agreement is governed by Greek law. The Courts of Athens are responsible for resolving any dispute that may arise from this Contract.

11.4. Failure to exercise their rights under this Agreement by any of the Parties shall not result in the waiver of such rights or in the exercise of such rights.

This Contract was drawn up in two (2) prototypes one for each part and is signed as follows:

THE PARTIES

THE LEASEE

THE LEESOR

ANNEX I – DEFINITIONS

The following terms will have the meanings assigned to them below:

✓ **INTEGRATED REWARDING RECYCLING CENTER (IRRC)**

The Integrated Separate Collection and Recycling of Plastic, Glass and Metal Packaging consisting of:

- ✚ An external metal structure
- ✚ An automated metal packaging recycling machine (Can RVM)
- ✚ An automated plastic packaging recycling machine (PET RVM)
- ✚ An automated glass packaging recycling machine (Glass RVM)

The technical specifications of both the external metal structure and each of the three machines (metal plastic and glass packaging) are described in Appendix I.1 "Technical Specifications" of this contract.

✓ **AUTOMATED METAL PACKAGING RECYCLING MACHINE (Can RVM)**

An automated machine for identifying, separating, receiving, processing (compressing) metal packaging (aluminum or tinplate) and temporarily storing the collected packaging in a suitable bin, by providing a coupon-rewarding fee to the public for returned packaging.

✓ **AUTOMATED PLASTIC PACKAGING RECYCLING MACHINE (PET RVM).**

An automated machine for identifying, separating, receiving, initial processing (compressing or shredding) plastic packaging and temporarily storing the collected packaging in a suitable bin, by providing a coupon- rewarding fee to the public for returned packaging.

✓ **AUTOMATED GLASS PACKAGING RECYCLING MACHINE (Glass RVM).**

An automated machine for identifying, separating, receiving, initial processing (crushing) glass packaging and temporarily storing the collected packaging in a suitable bin, by providing a coupon- rewarding fee to the public for returned packaging.

✓ **EXTERNAL METAL STRUCTURE**

The external metal structure which houses automated recycling machines for metal, plastic and glass packaging.

ANNEX I.1 – TECHNICAL SPECIFICATIONS of IRRC

1. TECHNICAL FEATURES
1.1. The automated packaging recycling machines must bear the mark “CE”.
1.2. The IRRCs must be new and upon the date of their delivery the date of their manufacture should not exceed three (3) months.
1.3. The IRRCs must be made of materials that are able to withstand the conditions of areas near the sea.
1.3.1. A certificate must be submitted of the manufacturer (s) both of the automated packaging recycling equipment, as well as of the external metal structure, stating that the offered respective equipment has been installed by at least one of its customers, at a distance less than two hundred (200) meters from the sea, for at least one (1) year and operates without any problems, while the full contact details of at least one such customer must be included.
1.4. The operation of the offered IRRC requires either three-phase electrical supply (cable 5 x 2.5 with safety fuse with at least 16A per phase) or single-phase electrical supply.
<u>1.5. The external metal structure must:</u>
1.5.1. fully comply with the attached drawings* of this Annex
1.5.1. be suitable (the exterior part of the metal structure) for the placement of digital printing decals,
1.6. The automated packaging recycling machines must have suitable equipment in order to automatically receive, identify, make the initial processing and storage in a bin (s) of the glass, plastic and metal packaging, with the option to supply a monetary (rewarding) fee to the public for the returned packaging.
1.7. The automated packaging recycling machines must:
1.7.1. operate without any problems in temperatures up to, at least, 35°C,
1.7.2. have a screen, for the information and guidance of the user concerning its operation, in Greek and English,
1.7.3. have a minimum speed of accepting 30 packaging units per minute,
1.7.4. have a system for identifying the material of the packaging returned, with the use of barcode scanner,
1.7.5. have a system for identifying the material of the packaging returned, with the use of sensors, at least for plastic and metal (PET / metal scanner respectively), or other equivalent system for the identification of the packaging material,

1.7.6. have operating software that enables the setting of the offered value of the monetary (rewarding) fee,

1.7.7. have the equipment that enables the printing and the automatic delivery to the user of the coupon with the offered monetary (rewarding) fee, by pressing a button, or in any other manner,

1.7.8. have the equipment that gives to the user at least two options for receiving the offered monetary (rewarding) fee (e.g. one option for receiving a coupon to be cashed in and a second option for donating the fee),

1.7.9. have a system, which can store and send with the use of GSM, the following, at least, statistical data:

- ✓ number of collected packaging by material,
- ✓ amount of offered monetary (rewarding) fee per packaging material,
- ✓ number of users

1.7.10. have a system, which can send with the use of GSM, notification concerning any problems in their operation. The notification must include at least the time, the code and a brief description of the problem concerning the operation of the machine.

1.8. The tenderer must grant free of charge one user license, for six years, to the Contracting Authority for a software program that monitors / presents (read only):

a) the faults / problems and

b) the number of the collected containers,

of the automated packaging recycling machines per IRRC.

2. WARRANTY

2.1. The Tenderer must offer free warranty to the Contracting Authority for at least six (6) years, from the date of final receipt of each IRRC.

2.1.1. The warranty shall apply for the proper use of the equipment and includes the necessary spare parts (excluding spare parts installation services).

3. FREE SPARE PARTS

3.1. The Tenderer must offer free spare parts to the Contracting Authority for at least six (6) years, from the date of final receipt of each IRRC.

3.1.1. The free offering of spare parts includes the case of the incorrect use of the equipment by the users and includes the spare parts (excluding spare parts installation services).

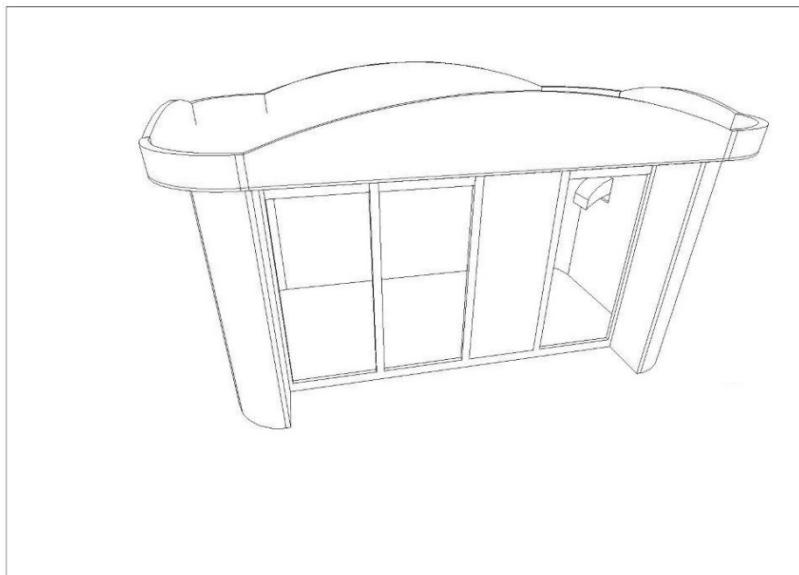
3.1.2. The free offering of spare parts does not include the case of the improper use of

the equipment by the technicians of the Contracting Authority.

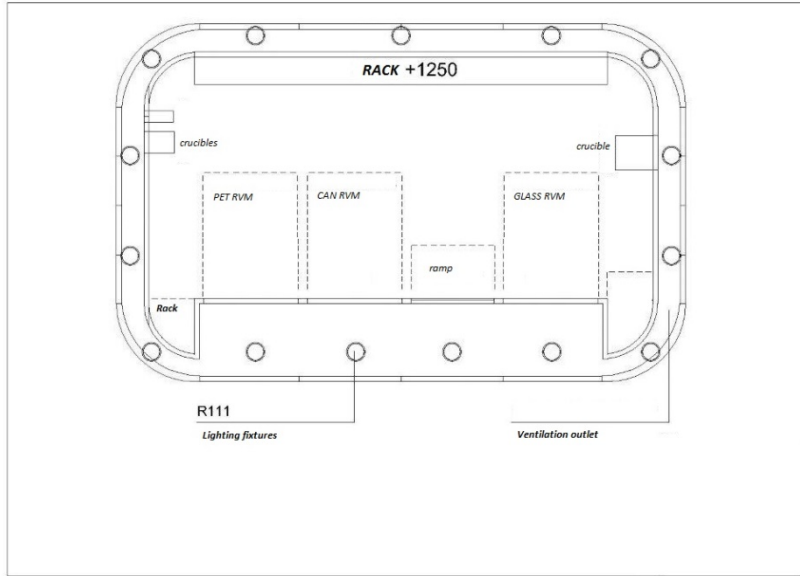
*** : Drawings**



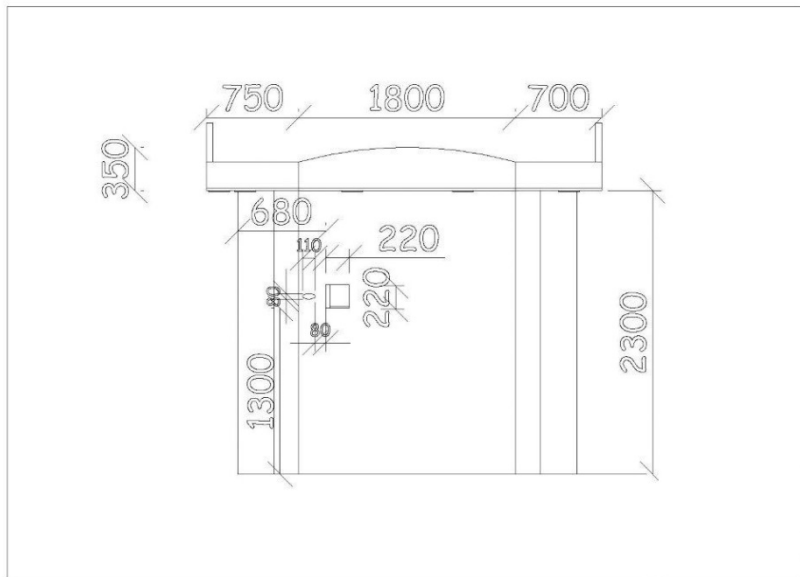
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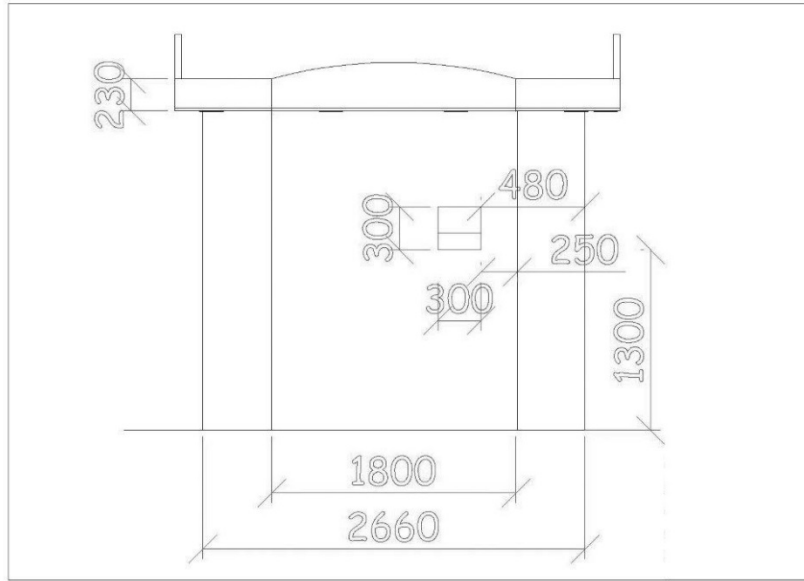
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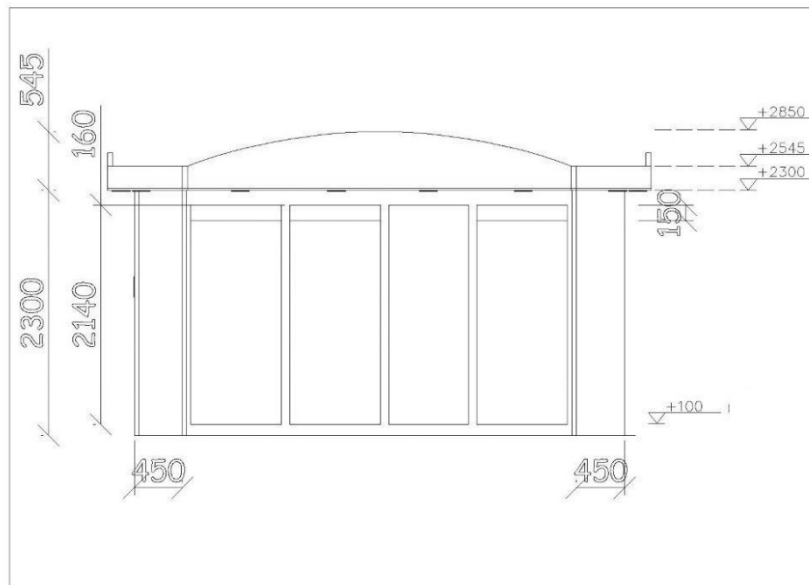
Drawing 3



Drawing 4



Drawing 5



Drawing 6