



GENERAL INVESTMENT DIVISION
PROCUREMENT & INVESTMENT DIVISION

TED 100/2023 **CALL FOR OPEN TENDER**

For the execution of works and the supply of materials for the compliance of the electrical installations of ThPA S.A., with the applicable standards (ELOT) and regulations.

TENDER SUMMARY

OPEN TENDER	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A. Main activity: Port activities Address: Within the Port of Thessaloniki PC 54625 Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for Submission of Offers	22/ 01/ 2024
Deadline for the Submission of Requests for clarifications	17/ 01/ 2024
Award Criterion	Lowest Offer Price
Contact person for information/clarifications	For the tender procedure Ilias Samaras Email: isamaras@thpa.gr Tel.: 2310593206 Anastasia Sachinidou Email: asachinidou@thpa.gr Tel.: 2310593354 For technical issues & clarifications Efsthios Liazos Email: eliazos@thpa.gr Tel.: 2310593501

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1 - SCOPE

The scope of the tender is to perform all the necessary works, by supplying and installing the electrical equipment/ panels to ensure compliance of the Electrical Installations of ThPA S.A. with the applicable standards (ELOT HD 384 – 60364) and regulations.

The works and the supply of the materials will be carried out in accordance with the Technical Reports and the Electrical Installation Control Protocols, which emerged, following measurements and control in accordance with the applicable standards and regulations.

The above will be implemented in all installed electrical panels and sub-distributions powered by the S/Ss No 1B, 2, 3, 5 and 5A of ThPA S.A. The equipment has been separated according to the power substation as well as its location.

The technical scope hereof is described in detail in Part B'.

It must be clarified that alternative offers and offers for part of the requested services shall not be accepted.

ARTICLE 2- Right of Participation

2.1 Entities entitled to participate

2.1.1 Economic operators and more specifically natural or legal persons, consortia or associations of economic operators exercising a professional activity related to the subject of this declaration (electrical works, supply and installation of electrical equipment) have the right to participate in the tender.

2.1.2 Participants shall:

Not to be in bankruptcy, liquidation, receivership and not to be subject to bankruptcy proceedings, liquidation, receivership or other similar proceedings, and not to be subject to any other legal operating restrictions.

- Not have been irrevocably convicted (themselves in case of natural persons, the administrators in case of limited partnerships or limited liability companies or Private Companies, the Chairman and the CEO in the case of sociétés anonymes and the natural persons exercising management duties in any other case for:
 - a) participation in a criminal organization, within the meaning of Article 2(1) of Joint Action No. 98/733/JHA of the Council of the European Union,
 - b) bribery, within the meaning of Article 3 of the Council Act dated 26 May 1997 and in Article 3,(1) of Joint Action No. 98/742/CFSP of the Council,
 - c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities
 - d) Terrorist crimes or offences related to terrorist activities as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 (OJ L 164), respectively, or incitement, complicity or attempted crime, as referred to in Article 4 of the same Framework Decision.
 - e) money laundering, within the meaning of Article 1 of the Council Directive 91/308/EEC on the prevention of the use of the financial system for the purpose of money laundering,
 - f) child labor and other forms of trafficking, within the meaning of 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 of 15.4.2011, p.1), and the crimes of article 323A of the Criminal Code (human trafficking),
 - e) embezzlement (article 375, Criminal Code),
 - f) fraud (article 386-388, Criminal Code),
 - h) extortion (article 385, Criminal Code),
 - h) forgery (article 216-218, Criminal Code),
 - i) perjury (article 224, Criminal Code),
 - j) bribery (article 235-237, Criminal Code),
 - k) fraudulent bankruptcy (article 398, Criminal Code).

- Have tax and insurance clearance.

If the interested Economic Operators participate as an association or a joint venture, the above requirements must be met by each of their members.

2.1.3 Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. In the case of a Consortium, the agreement for the establishment of the Consortium and the authorization of all the members of the Consortium to its legal representative is submitted for the participation of the Consortium in the Tender and the submission of a tender. The selected Consortium of 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 or Consortium, all its members are jointly and wholly liable to ThPA S.A.

ARTICLE 3 – Clarifications on the Call

Requests for clarifications are submitted online to the Procurement and Investment Division of ThPA S.A. isamaras@thpa.gr, with CC to the emails asachinidou@thpa.gr and eliazos@thpa.gr no later than five (5) days before the deadline for submission of offers. Requests for clarifications submitted in any other way will not be considered. The clarifications shall be posted on the ThPA SA website www.thpa.gr.

ARTICLE 4 - How and When offers are submitted

Offers are submitted by the Economic Operators no later than **Monday 22/ 01/ 2024**, at 15:00 local time, not dependent on a term, condition, condition or reservation at the e-mail addresses isamaras@thpa.gr with CC to the email address with notification to the e-mail address asachinidou@thpa.gr by sending a locked file folder. The password shall be sent to the above email addresses after the deadline for submission of offers, upon notice to the participants. After the closing date and time, it shall not be possible to submit offers. Any offers submitted late shall not be considered.

ARTICLE 5 - Extension, amendment, addition or cancellation of the tender

ThPA S.A. without liability, penalty or compensation of any kind, reserves the right to extend the time for the submission of offers, to amend or supplement the tender documents or to cancel the tender in accordance with the provisions of the Subcontracting and Procurement Regulation of ThPA S.A. It also reserves the right to cancel or decide to repeat it at any stage, without liability and cost.

Participants take part in the tender procedure on their own responsibility and are not entitled to any compensation for expenses related to their participation in the tender procedure and the preparation and submission of their offer.

Each participant is solely responsible to be informed of all the terms of the tender procedure.

ARTICLE 6 - Offer Validity Period

Offers submitted are valid and bind the participants for a period of **one hundred and twenty (120) days** from the deadline of their submission set in the Call. Offers with a shorter validity period will be rejected **as unacceptable**.

The validity of the offer may be extended, if it is so requested by ThPA S.A., prior to its expiry, for a maximum period of time equal to the initial offer validity period specified in the Call.

ARTICLE 7 - Offer Content

The offer dossier must include the following:

- (a) Participation documents
- (b) Financial offer
- (c) Technical offer

The offer details are submitted to separate sub-folders.

Alternative offers, counteroffers or modifications of offers or any proposals that may be classified as counter-offers will not be considered and will be rejected.

ARTICLE 8- Participation documents

8.1 In order to prove that they fulfill the conditions establishing the right to participate in accordance with Article 2 hereof, the participants submit with their offer the following participation documents:

- I. A certificate of registration in the competent chamber (national economic operators) or a similar certificate/approval/authorization from the competent authority of their country of origin (foreign economic operators), evidencing that the requirements set in par. 2.1.1 are met.
- II. A solemn declaration of the participating natural person or the legal representative of the participating legal person that they do not exist in their person and in the person of the Economic Operator they represent, if the participating Economic Operator is a Legal Person, a Joint Venture or an Association of Economic Operators, the reasons for exclusion set out in Article 2.1.2 of this Declaration and that there are no reasons to believe that these impediments will occur during the validity of the offer and any extensions thereof.
- III. A Solemn Declaration stating that the participant has taken note of the specific requirements and specificities of the Tender Scope and that he unconditionally accepts the terms of the Call.
- IV. A Solemn Declaration stating that the participant has taken note of and accepts the Concession Agreement between the Greek State and ThPA S.A. (Law 4522/2018, GG 39A'/07.03.2018).
- V. The Annex 2 Information document for the processing of personal data, signed by the participant in the case of a natural person or by the legal representative of the participant in the case of a legal person, a Consortium or an Association of Economic Operators.
- VI. The legal documents of incorporation and legal representation (such as a general certificate of changes from GEMI, a certificate of valid representation from GEMI, the latest amended articles of association, decisions setting up administrative bodies in a body, etc.) published in GEMI, depending on the legal form of the participant. The lawful establishment, 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 must appear on the above documents.
Note that if the participant submits a GEMI certificate stating his activity, he is not obliged to submit a certificate of registration in the competent chamber.
- VII. In the event that the economic operator is foreign, he must submit the equivalent supporting documentation from the competent bodies and authorities from the country of establishment of the participating foreign economic operator.
- VIII. A L/G for participation the tender, with a validity of ≥ 180 calendar days, commencing on the closing date for the submission of offers, amounting to thirty-two thousand five hundred euro (€ 25.000,00) on demand issued on demand, by a creditworthy and recognized credit institution or fund legally operating in Greece or in any country of the European Economic Area.

NOTE: The Solemn Declarations provided for in this Call, if drawn up by Greek citizens, must either be in the format provided for in Article 8(2) of Law 1559/1986 with signature authorisation by a competent authority, either be issued digitally through the website <https://www.gov.gr/>, or bearing an advanced digital signature.

8.2 Each participant must provide the project execution methodology to check its compliance with the project requirements.

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

In addition, Associations of economic operators shall submit an agreement of the members to which it shall refer at least:

- the extent and type of participation of each of its members in the execution of the contract,

- The member responsible for the coordination and administration of all members.
- The joint representative appointed to represent the Association and its members vis-à-vis ThPA S.A. in the context of this Tender.
- A statement that each member of the Association is jointly and severally liable with the other members towards ThPA S.A. for any claim arising from the participation or the execution of the contract.

ARTICLE 9 – Financial offer

The financial offer should be formulated in accordance with the attached template, shall bear the signature of the legally authorized representative of the participating Economic Operator and shall obligatorily state:

- a) the time of validity of the offer, in accordance with Article 6 of the Call,
- b) the delivery time, in accordance with the provisions of Article 14.2 hereof.
- c) the good operation period, in accordance with the provisions of Article 14.4 hereof.

Each Tenderer can submit only one offer.

No offers are accepted for part of the Contract's scope.

- The offered prices will be expressed in euros (€), will be limited to two decimal places, will not include Value Added Tax (VAT) and will bind the participant throughout the duration of his Offer and the Contract.
- 8.7 The prices submitted must fully comply with the terms herein, will be stable and will not be subject to increases for any reason throughout the term of the Contract and any extensions thereof.
- The Budget of the offer must be fully completed, signed by the legal representative of the Tenderer and not have corrections (deletions, erasures, etc.), on pain of exclusion.
- The financial offer of the participants will be prepared and submitted by means of the offer system with free completion of an invoice. The contractual unit prices of the invoice refer to works that are fully completed in accordance with the terms of the contract, include the legal percentage of overheads and Contractor's benefit, all the necessary works for the complete and artful construction of the works, cover all direct or indirect costs of the Contractor and their revision and constitute the full fee for the execution of all works. The total financial offer is also the final fee of the Contractor for the entire project.

ARTICLE 10- Technical Offer

The technical offer shall include the following:

1. Solemn statement making reference to at least three (3) projects with a similar scope to this Call.
2. Solemn statement, where the participants declare they have the necessary equipment, specialized technical know-how, and adequate and suitable personnel to provide the services to be awarded; they have not been excluded from similar projects; and they have not committed any serious offences in their professional practice.
3. Certificates of quality assurance, environmental management, health & safety at work respectively, EN ISO 9001: 2015, EN ISO 14001: 2015, EN ISO 45001: 2018 in force.
4. Solemn statement of Law 1599/86, as in force, stating that the participant took note of the terms, technical specifications and annexes hereto and accepts them fully and unconditionally.
5. Documentation of the professional capacity of the staff, which the participant will make available for the project. Indicatively, we mention diplomas, degrees or licenses of electrical or mechanical engineers, who have professional rights of the 4th group of A' specialty.

All Contractor's personnel who will work in the field should have:

- At least five-year experience in the field of electrical installations.
- Good knowledge of the configurations of the Internal Electrical Installations and the ELOT HD 384 - 60364 Standard.

- Good knowledge of National and International regulations regarding electrical installations.

ARTICLE 11 - Method of Payment

The Contractor's fee for the execution of the project will be paid against the issuance of a relevant invoice following measurements. The measurement certificates will be submitted to ThPA S.A. every thirty (30) days. The Contractor's fee will be paid within thirty (30) calendar days from the submission of the Contractor's invoice and after the approval of the measurements by the competent body of ThPA S.A.

The offered prices are considered fixed and final and are not subject to adjustment for any reason and cause until the completion of the project. For this reason, by signing this contract the Contractor explicitly, unreservedly and irrevocably waives all its rights with regard to any adjustment of the offered prices that might arise from other relevant provisions.

Note: Measurement Certificate means the table of measurement tasks with reference to the work carried out on a case-by-case basis. This table is checked by the competent project supervision department of ThPA S.A. and if approved, the Contractor issues an invoice for the corresponding amount.

ARTICLE 12 - Review of Evaluation Documents & Awarding Criteria

- 12.1 During the review, ThPA S.A. may address requests to the Candidates for clarifications and the Candidates must provide the clarifications within the time limits set for them on a case-by-case basis. ThPA S.A. reserves the right to request the submission of revised offers.
- 12.2 The criterion for the selection of the Contractor and the award of the Contract is the lowest price, provided that the tenderer is not excluded and meets fully the criteria herein.
- 12.3 The offers and the participation supporting documents will be examined by the appointed Evaluation Committee of ThPA S.A. without the presence of the participants.
- 12.4 Once the evaluation has been completed, the participants shall be notified on whether their tender has been accepted or rejected.
- 12.5 In the event of cumulative errors in the Financial offer, the Tender Committee proceeds to the correction of the numerical acts and uses, for the evaluation of the offers, the corrected offer.

ARTICLE 13 – Project insurance coverage

The Contractor must take all appropriate measures for the safety of the works and the prevention of damages or accidents, which may be caused by him or by the persons hired by him or by his subcontractors or by the materials and machinery used, being liable for any damage or accident caused to ThPA S.A, to the project carried out, its employees, its facilities, but also to any third party, obliged to comply with the applicable provisions and all applicable regulations in general.

13.1 Staff insurance

The Contractor is obliged to insure all the staff he employs, in accordance with the applicable provisions, to the Single-Payer National Healthcare and in the special insurance funds of main and supplementary insurance as appropriate.

13.2 Project insurance

Upon signing the contract, the Contractor will present the Project Insurance Policy covering the period of project execution. The duration of insurance will cover the period of execution of the project. The insurance limits should be at least as follows:

General Civil and Employer Liability

- Bodily injuries € 300,000
- Material damage € 200.000
- Bodily injuries (group) € 600.000
- Maximum Liability limit € 1,000,000

Against All Project Risk:

- Against All Risk for the value of the contractual works
- Coverage of existing property 20% on the value of contractual works
- Removal of debris 10% on the value of conventional works
- Mechanical & worksite equipment (at the discretion of the contractor)

In the event that the contract signed obliges the Contractor to undertake the obligation of extensive maintenance of the project, the insurance period will cover a period of twelve (12) months. For this period, the limit of civil liability may be limited to 50% of the construction duration limit. The extensive maintenance insurance starts from the date of temporary acceptance of the project by ThPA S.A.

The Project Contractor will be insured with one or more insurance companies, which operate legally within the European Union.

The Contractor is not obliged to insure the mobile project machine with the civil liability insurance provided for by law and the extension of the Tool Civil Liability.

ARTICLE 14 – Special Terms of the Project

14.1– Participation guarantee

This letter of guarantee includes the following data:

- the date of issuance.
- the issuer.
- the guarantee number.
- the amount covered by the guarantee.
- the full name, the TIN and the address of the Candidate in whose favor the guarantee is issued (in the case of an Association, all the above are indicated for each member of the Association)
- the terms that:
 - the guarantee is provided irrevocably and unconditionally, and the issuer waives the right of division and discussion,
 - the details of the relevant Tender Notice and the closing date of the Tender,
 - the expiry date or the period of validity of the guarantee,
 - the undertaking by the issuer of the guarantee to pay the amount of the guarantee in whole or in part within five (5) days after simple written notice of the person to whom it is addressed.

With regard to foreign economic operators, the Participation L/G must be issued by an internationally renowned reputable bank to the intermediary bank that will be selected by ThPA S.A. in the following order of preference, Alpha Bank, National Bank of Greece, Piraeus & Eurobank. Foreign economic operators submit a Letter of Guarantee exclusively in the form of a Swift message, which must include at least the necessary information, namely: 1) To or Beneficiary, 2) In favor of or Applicant 3) Issuing bank (Bank or Guarantor) 4) Amount, Duration, Type of L/G and text based on the wording of Article 1.1 hereof.

In the case of Joint Ventures, Associations or Partnerships, a Participation L/G shall be submitted by each economic operator depending on the percentage of its participation.

In case of extension of the validity of the Offer, the participant must, under penalty of exclusion, renew the validity of the Participation L/G or submit a new Participation L/G under the same terms, no later than five (5) working days from the written notice by ThPA S.A.

The Participation Guarantee is forfeited in favor of ThPA S.A. in case that:

- the participant, after submitting it, withdraws his Offer,
- the selected Contractor fails to provide its supporting documents or refuses, expressly or implicitly, to appear for the signing of the relevant contract within the deadline set for it.

- The participant does not extend the validity of his offer while this have been requested by ThPA S.A. And in case he extends the validity of his offer but does not renew the validity of the Participation L/G,
- ThPA S.A. finds that the participant provided false information or information regarding the Participation Documents.

Offers without an appropriate guarantee shall be rejected as inadmissible.

The Participation L/G will be returned:

- (i) To the Contractor, no later than five (5) working days from the submission of the Performance Guarantee.
- (ii) To the other participants, no later than ten (5) working days after the signing of the contract.
- (iii) For the previous stages of the award, to the participants in case of rejection of their offer.
- (iv) In case of cancellation of the Tender, to each participant no later than five (5) working days from the notification to them of the decision to cancel the Tender.

14.2 Performance guarantee

For the signing of the contract, the contractor is required to submit a Performance Warranty, the amount of which is set at a rate of up to five percent (5%) of the value of the contract, excluding VAT and the contractor shall submit it before or at the signing of the contract. The Performance Guarantee is issued on demand, by a creditworthy and recognized credit institution or fund legally operating in Greece or in any country of the European Economic Area.

In the case of an association of economic operators, the performance guarantees shall be in favour of the association and all its members.

Performance guarantees are of a duration of at least sixty (60) days plus the time of completion and delivery of the project and the signing of the Final Acceptance Protocol, and include at least the following elements:

- a) the date of issue,
- b) the issuer,
- c) the owner of the project Thessaloniki Port Authority S.A. to whom they are addressed,
- d) the guarantee number,
- e) the amount covered by the guarantee;
- f) the full name, the TIN and the address of the Candidate in whose favor the guarantee is issued (in the case of an Association, all the above are indicated for each member of the Association),
- g) condition that the guarantee is provided irrevocably and unconditionally, and the issuer waives the right of division and discussion,
- h) the title of the project and the date of the tender,
- i) the undertaking by the issuer of the guarantee to pay the amount of the guarantee in whole or in part within five (5) days after simple written notice of the person to whom it is addressed.

Errors or deficiencies related to the title of the project or the Economic Operator for whom the guarantee is issued do not lead to exclusion, if no confusion arises.

The Performance Guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stated in the contract.

The Performance Guarantee covers in a comprehensive and non-discriminatory manner the implementation of all the terms of the contract and every requirement of ThPA S.A. vis-a-vis the Contractor.

The Performance Guarantee is returned to the Contractor after the completion and final acceptance of the project, the settlement of any claims of ThPA S.A. by the Contractor and the signing of the Final Acceptance Protocol of the project and the submission of the Performance Guarantee in accordance with Article 14.3.

14.3 Project Execution Time, Penalties & Compensation for earlier completion

Within five (5) days from the signing of the contract, and after an on-site visit and evaluation, the schedule of the works will be set in cooperation with the Project Monitoring and Acceptance Committee. The works will be performed per group of buildings, warehouses and infrastructure that are electrified by the S/Ss No 1B, 2, 3, 5 and 5A of ThPA S.A.

Works will be performed on weekdays during the two work shifts of ThPA S.A. If a work is carried out on a week day, there should be an agreement with the engineers of ThPA S.A.

The time of execution and delivery of the project will be determined by the participants in their offer and must not exceed **one hundred and eighty (180) days**, from the date of signing the relevant contract. The delivery of the equipment will take place on working days and hours that will be jointly agreed between the Contractor and ThPA S.A.

In the event that the project is not completed properly and within the contractual time or extension thereof that may be agreed in writing between the parties due to the Contractor's fault, ThPA S.A. may impose to the Contractor penalties for unproven damage, as follows:

- i. For each calendar day of delay from the expiration of the contractual date of completion of the project, a penalty equal to one thousand (€ 1,000) Euros per calendar day will be forfeited.
- ii. The penalties may amount to up to five percent (5%) of the value of the contract scope (excluding VAT).

For the collection of the penalties, ThPA S.A. has the right either to withhold the amount from the fee to which the Contractor is entitled, or to request the forfeiture of the corresponding letter of guarantee. No penalty will be imposed:

- iv. When the delay is proven due to a breach of explicit contractual obligation or more generally to unconventional conduct of the ThPA S.A. or to events of force majeure.
- v. When the extension of the total deadline of the project has been approved by ThPA S.A.
- vi. When the extension is expressly provided for in this Contract with the condition of non-imposition of penalties.

The works will be carried out in parts, at any time and day, on weekdays, Saturdays and Sundays, and at intervals to be determined by ThPA S.A. depending on the availability of the premises and the operational needs of ThPA S.A. The start of the departmental works by the Contractor per selected part of the project will take place within 48 hours from the order of the ThPA S.A.

14.4 Performance guarantee

The Contractor, after the completion and delivery of the project and the settlement of any claims of ThPA S.A. by the Contractor, upon signing the Protocol of Provisional Acceptance of the project, must submit a Letter of Guarantee of Good Operation, the amount of which is set at up to five percent (5%) of the value of the contract, excluding VAT, with an expiry date of sixty (60) days after the end of the period of guaranteed good operation in accordance with Article 14.5, and which is submitted with the signing of the protocol of provisional acceptance. Foreign economic operators submit a Letter of Guarantee exclusively in the form of a Swift message, which is sent by an internationally renowned bank of international prestige to the intermediary bank selected by ThPA S.A. (more specifically at Piraeus Bank).

Upon presentation of the Good Operation Letter of Guarantee, the Performance Guarantee will be returned to the Contractor.

The Good Operation Guarantee will be returned to the Contractor after the expiration of the guaranteed time of good operation and any extension thereof.

The Good Operation Guarantee is forfeited in favor of ThPA S.A. in case of non-compliance of the Contractor with his contractual obligations, as a penalty clause and unproven compensation.

14.5 Good operation guaranteed time & Final Acceptance

The minimum acceptable time of guaranteed good operation of the project is three (3) months commencing on the signing date of the Provisional Acceptance Protocol. During the period of guaranteed good operation, the Contractor is responsible for the proper functioning of the machinery and must replace at his own expense any damage, imperfection, damage, unjustified wear or

malfunction arising from poor construction or defective material. If within the period of guaranteed good operation the Contractor fails to restore a damage or malfunction within a deadline prescribed by ThPA S.A., ThPA S.A. reserves, without prejudice to its legal rights, the right to restore it charging the costs to the Contractor.

14.6 Termination of the Contract

14.6. 1 ThPA S.A. reserves the right to terminate the contract without penalty at any time, by serving on the Contractor a written termination, the results of which will take effect immediately, upon receipt of the termination statement to the Contractor. ThPA S.A. also reserves the right to exercise any other legal right.

14.6. 2 Until the date of entry into force of the results of the termination, the Contractor shall carry out the work adequately and properly.

14.6. 3 In the event of early termination, the rights and obligations of the parties prior to the early termination of the contract will be performed in accordance with the terms of the contract.

14.6.4 After the early termination of this contract in any way, the Designer is obliged to deliver to ThPA S.A. the part of the project that was executed, provide all the materials and data that may be in his possession regarding the scope hereof and submit to ThPA S.A. a detailed report on the progress of the works and the state of completion of the project, as well as any information and support regarding the project until the date of the termination.

14.7 Miscellaneous Obligations of the Contractor

Upon completion of the works, the Contractor must draw up at his expense and deliver in triplicate (and in electronic form, *.dwg, *.doc, *.pdf, *.xls) to the General Technical Division in the Civil Engineering Studies & Construction Works Department of ThPA S.A., the measurement data of the works (calculations and drawings), their final measurement, as well as the detailed plans of the construction and photos of the Project.

14.7.2 The value of the project results from the final approved offer of the Contractor. The total fee agreed in the contract for the execution of the entire project will be paid to the Contractor only in the event that all the individual works of the project will be performed, as included in the Contractor's Financial offer and will be provided for in the contract. Otherwise, in the event that only some parts of the contractually agreed works are performed by the Contractor, the amount to be paid to the Contractor will result from a proportional reduction in the amount of the contract.

14.7.3 ThPA S.A. is entitled, based on the constantly changing needs of the company, informing the Contractor in a timely manner, to make fluctuations in the quantities of work carried out in the context of the execution of the project, provided that the above changes will not result in exceeding the total contractual price by more than twenty percent (20%). The fee for the additional works not included in the offer will be calculated based on the unit prices of the Contractor's offer.

14.7.4 Before the commencement of any work, the Contractor is obliged to proceed with the issuance of all licenses required by law. Also, all appropriate measures should be taken to comply with the labor legislation for the staff it employs, the provisions on health and safety at work and the Health and Safety Regulation of the employees of ThPA S.A. (ThPA S.A. Decision 2643/23.7.2019).

14.7.5 The Contractor will submit to the competent Department of ThPA S.A. a list of Project vehicles to be used, in order to license their access to the facilities of ThPA S.A. Furthermore, the Contractor bears full and exclusive responsibility for the suitability, legal provision of work and residence in the country of the persons he will employ during the execution of the project. It is noted that the Contractor will submit to the competent Security Department of ThPA S.A. a nominal list of the staff he will employ, so that his access to the facilities of ThPA S.A. is licensed. The Contractor is obliged to deliver to the competent Department of ThPA S.A. all the relevant certificates of the machines he will use as well as the licenses of their operators. The Contractor will sign any required insurance against all risks for both the staff employed and the machinery throughout the term of the contract. The Contractor is obliged to provide the staff, at his own

expense and care, with all the PPE they need depending on the work they perform. The staff is obliged to wear a reflective vest with the Contractor's logo throughout the duration of the works. In case of an accident, the Contractor shall make all the required announcements and immediately inform the Quality, Health and Safety Department of ThPA S.A.

14.7.6 The Contractor should also take all necessary and appropriate measures for the protection of the environment and for the disposal in an environmentally sound manner and/or the alternative management of the waste that will result from the execution of its works. The Contractor is obliged, immediately after the completion of each work, to collect the surplus or dismantled materials and to carry out a complete cleaning of the workstation (removal of waste, debris, damaged electrical material, etc. in accordance with the legislative framework for the proper Environmental Management of Solid Waste).

14.7.7 All works will be performed in an area located within the Land and Sea Port Zone of ThPA S.A. and therefore the Contractor must be aware of and comply with what this special regime entails. During the works, the Contractor must comply with all safety provisions for the import and export of tools and machinery from the Port.

14.7.8 Before performing any work, the Contractor shall consult with ThPA S.A. for the technical details, with the instructions of which he is obliged to comply within the framework of the contract and the rules of good art and science.

14.7.9 All work will be executed with proper care to avoid all kinds of wear and tear and damage. In case any type of damage and defects are caused due to the execution of the Contractor's works, the Contractor undertakes their restoration.

14.7.10 ThPA S.A. bears no responsibility for any loss of materials, parts, machinery and tools of the Contractor, who must ensure their adequate and effective storage and will be responsible for any damage or loss.

14.7.11 The offered fee includes all the costs for the execution of the entire project, the costs of travel or transport/ shipping of materials and equipment, the deductions, taxes, fees and contributions of the Contractor's employed staff (including employer's contributions, deductions of insurance funds, etc. since the Contractor is the employer of his staff), etc. All expenses, travel expenses, transport/ shipping of materials and equipment, deductions, taxes and contributions as well as the remuneration of its staff will be borne by the Contractor and only the VAT on the total remuneration of the Contractor will be borne by ThPA S.A. Also, the offered fee includes all the combined works deemed necessary for the artistic and perfect completion of the works.

ARTICLE 15 - Contract – Amendments

After the announcement of the tender result, a contract is signed between ThPA S.A. and the Contractor, provided that the Contractor submits a certificate of judicial solvency by the competent Authority and a copy of the criminal record of himself or of the natural persons who exercise his administration in case the Contractor is a legal entity.

The contract may be amended during its term, without the need for a new procedure for the conclusion of a contract, only after written mutual agreement between the parties.

ARTICLE 16 - Language

The official languages of the procedure are Greek and English. All the details of the offers will be written either in Greek or in English or (if they are drafted in a third language) will be accompanied by a translation into one of the above languages. In case of inconsistency, the prevailing wording is always the Greek one.

ARTICLE 17 – Subcontracting-Assignment

The Contractor may use subcontractors but is obliged to state accurately the details of the subcontractors the part of the contract that they will perform and the percentage of the project that it corresponds to. The Contractor is not relieved of its obligations during the performance of any part of the project by a subcontractor.

ThPA S.A. may request the replacement of any subcontractor it deems not to meet the requirements of the project, and the Contractor is obliged to proceed with the replacement of the subcontractor within (5) calendar days, through the procedure mentioned above, taking care to remedy any failure caused by the fault of the subcontractor or the Contractor himself.

PART B: TECHNICAL SPECIFICATIONS

As referred to in the attached Annexes A and B, which form an integral part of this Call.

Introduction

The tender's scope is to perform all the necessary works, by supplying and installing the electrical equipment/ panels in order for the Electrical Installations of ThPA S.A. to be in line with the applicable standards (ELOT HD 384 – 60364) and regulations. The works and the supply of the materials will be carried out in accordance with the Technical Reports and the Electrical Installation Control Protocols, which emerged, following measurements and control in accordance with the applicable standards and regulations (ANNEX A).

The above will be implemented in all installed electrical panels and sub-distributions powered by the S/Ss No 1B, 2, 3, 5 and 5A of ThPA S.A. The equipment has been separated according to the power substation as well as its location.

Technical specifications of the project – Necessary works

The Contractor will carry out the restoration and compliance works, as they result from the Technical Reports with the indications of the deficiencies identified by the initial Audit as well as by the Contractor's own evaluation, on all the electrical installations supplied by the S/Ss No 1B, 2, 3, 4, 5 and 5A of ThPA S.A. (Annex B), based on ELOT HD 384 (and ELOT HD 60364).

More specifically, the procedures to be followed for the completion of the described project by the Contractor are:

1. Collection of the Technical Reports, which describe in detail the observations, requirements, suggestions and proposals to be made in all electrical panels, installations and infrastructures supplied by the S/Ss No 1B, 4, 5 and 5A of ThPA S.A. A list of the panels relating to the project can be found in Annex B.
2. Evaluation of the technical reports and any comments with ThPA S.A. for additional needs.
3. On-site visit of the Contractor, to the electrical installations of all buildings, warehouses and substations, in order to record the data and requirements of the project and at the same time to be informed about the local conditions that may affect the execution of its works.
4. In cases of replacement of a panel, the input supply as well as the loads/consumptions should first be identified. Also the drawing of the table should have been sent and approved by their engineers ThPA S.A.
5. Coordination of works and isolation with the responsible engineers of ThPA S.A. In case it is requested, the Contractor should arrange for the backup power supply via a power generator (E/Z) with a maximum power of 25 kVA of each load in case isolation is required and the load is deemed critical. Over 25kVA will be charged outturn.
6. After the completion of the project, Delivery of a Solemn Declaration of Good Performance of Works in accordance with the standards of the applicable legislation endorsed by the respective Professional Body, for all the electrical panels of Annex B in order to fully comply with the standard ELOT HD 384 - 60364 .

7. All the electrical materials that will be required, as described in the technical reports of the project and as they will result from the Contractor's evaluation, are included in this scope. Also, all required consumables/micromaterials that will be used during the works such as staves, insulating strips, cleaning materials, etc., are also borne by the Contractor. Any materials not described in the Technical Reports and the Electrical Installation Control Protocols of Annex A and B hereof, but deemed necessary by the Contractor's evaluation for the completion of the project, should be included by the Contractor.
8. Works that may be required for the repair of faults or malfunctions that occur after the compliance works according to the standard and the reactivation of the electrical panels, will be carried out by the Contractor on an outturn basis and always after consultation with the Monitoring and Acceptance Committee of the project.
In the Contractor's offer there should be a total price of works and materials per panel.
9. The Contractor, prior to the commencement of the execution of works that are not the subject of the specific project but that will be required to be implemented for its completion, is obliged to draw up a detailed budget of these works, analyzing the requirements in wages of the technical staff per specialty, the value of the materials to be used and any other expenditure required for the execution of these works and to submit the above budget to the audit committee for approval. Prior to the above approval, it is not allowed to start outturn work.

Supply of EEE switchgear & electrical equipment

All electrical materials, panels and cables that will be used for the completion of the Contract scope will come from reputable well-known companies certified according to CE or VDE.

In particular, the switching material will be ABB-TYPE in order to maintain uniformity with the rest of the installed electrical equipment within the Port and always in relation to the existing switching material of the panel.

When submitting their offer, the candidates must include a table with all the electrical equipment they are going to use, technical brochures, types and unit prices per material.

In the event of an outturn work, the charging prices of the electrical materials to be used will be derived from the discount rate on the current ABB catalogue.

Special conditions for the execution of the Project

1. All work should be done considering that the installation is always "under voltage" from the PPC network in order to avoid any accident. The Contractor has the obligation to inform the users of the Port facilities in a timely manner by any appropriate means for any work, intervention, maintenance and control that he will carry out, at least 48 hours before the work day and always in consultation with the competent Monitoring and Acceptance Committee of the project of ThPA S.A.
2. The Contractor will appoint 2 project managers (1 main and 1 alternate) who will undertake the communication with the engineers of ThPA S.A. The project manager will have the following responsibilities:
 - a. Communication with the engineer of ThPA S.A. for the planning and progress of the works.
 - b. He must be present at the beginning and end of the works.
 - c. To be present during the works or alternatively to have one time of response and visit to the project within 1 hour.
 - d. Creation and sending of the table/tasks completion protocol in accordance with Annex B.
 - e. Sending technical documentation and cost of outturn work for approval.
3. After a day of work, the Contractor (project manager) is obliged to send in writing, within 24 hours, a description of the works carried out as well as a record of the tables completed and to describe the

next actions. The table/tasks completion protocol should also be completed in accordance with Annex B.

4. All required works will be carried out in accordance with the provisions of the Greek and European Regulations governing these constructions. During the execution of the works, the contractor must apply all the security measures provided by the relevant legislation.

5. The Contractor is obliged, immediately after the completion of each work, to collect the surplus materials or those that have been dismantled and to carry out a complete cleaning of the workstation (removal of waste, debris, damaged electrical equipment, etc.).

6. The Contractor's employees will constantly wear the Personal Protective Equipment (PPE), will faithfully follow what is dictated by the signage in the indoor and outdoor areas of ThPA SA. and will place a warning sign for the risks posed by the execution of the works.

7. The scope of this project is to place in all the panels of the annex a plastic 'tag' engraved with the name of the panel. The name of the panels will be determined by ThPA S.A.

General remarks

Applicable standards and regulations

The panels shall comply with those of the following standards and regulations applicable in each case:

- ELOT HD384 Standard, 2nd VERSION. Requirements for electrical installations.
- ELOT HD60364-5-54:2007 Standard, Grounding devices, protection conductors and equivalent connections
- ELOT HD308 S2 Standard. Insulation paints.
- Ministerial Decision Ministerial Decision No. Φ Α' 50/12081/642/2006 (GG 1222/B`/5.9.2006) On security issues of Indoor Electrical Installations (IEI). Establishment of an obligation to install differential current devices and to construct a foundation ground.
- Ministerial Decision Φ. 7.5-1816-22 Government Gazette 470B (5-3-2004) Replacement of KEHE – (GG of Categories of premises for re-inspection).
- Ministerial Decision Φ.50-503-168 ΦΕΚ844B (16-05-2011) Amendment of YA 115239 (GG for the new ΥΔΕ).
- IEC 60364-5-52:2009 (ed 3): Low-voltage electrical installations - Part 5-52: Selection and erection of electrical equipment - Wiring systems.
- IEC 60947: Low-voltage switchgear and control gear.
- IEC 60269: Low-voltage fuses.
- IEC 61000: Electromagnetic compatibility.
- DIN VDE 0641: Cut-out switches
- DIN VDE 0100 Beiblatt5(Entw): Cable protection check
- DIN VDE 0664: Protection with volume escape switch.
- VDE 0250/69 (DIN 47702) / 0271/69 (DIN 47705): H05VV-U / H05VV-R Cables.
- VDE 0271: E1VV-R/ E1VV-R / E1VV-U Cables.
- VDE 0255/51 & VDE 0255/52: Bare copper conductors
- DIN 40050/ IEC 144: Stab metal distribution boards.
- ELOT EN61557 standard for the measuring instruments
- ELOT EN61010 standard for voltage and current measurements.
- EN 60529 Standard (degrees of protection)

Explanation of abbreviations

An effort was made to name the panels based on their function. This is why the names are based on <<type of distributions - panel description>>. Due to the lack of identification in some cases the coding may be incorrect. In each case, in the technical reports, the panels are indicated with a corresponding photo.

In both the technical reports and the control protocols that accompany this Annex, the following abbreviations have been used:

- LP: Lighting panel
- PSP: Power-supply panel
- SB: Switchboard
- GP: General panel of buildings
- GLVP: General Low-Voltage Panel at Substations
- PSL: Power Supply and Lighting Panel
- G: The letter "G" indicates a panel on the Groundfloor
- F- : the letter "F" indicates a panel on a floor
- VES: Voltage escape switch (anti-electrocution)
- MCCB : (Molded case circuit breaker): Automatic Power Switch
- NFB : (NO FUSE BREAKER): Automatic Power Switch
- ACB : (AIR CIRCUIT BRAKER): Automatic Power Switch
- MCB : (Miniature circuit breaker): Miniature circuit breaker
- MMS : (Manual Motor Starter): Thermal-magnetic motor circuit breaker
- NH : Blade fuses
- 10x38 aM or gL : Cylindrical melt fuses (size and characteristic) in a fuse carrier
- PE : Grounding
- N : Neutral
- D02 : Neozed cartridge and fuse
- DIII : Diazed cartridge and fuse

Summar of observations of Control Protocols

GENERAL INSTRUCTIONS:

General requirements

- Voltage leakage relays shall be installed on those panels that do not have them, for protection against electric shock. All high-current circuits (above 50V) shall be covered by a surge arrester or devices with a current sensitivity of up to 30 mA, as required by the applicable provisions (not 100mA or 300mA which are NOT provided for in the Joint Ministerial Decision of 2006).
- In the observations where it is stated that a 5th pipe is needed, the Contractor must confirm whether the 5th pipe is needed in accordance with paragraphs 413.1.3.2 and 546.2.1 of ELOT HD 384 (Additional requirements for TN-C (PEN)).
- Interventions shall be made regarding the color of the cables:
Proposal: In order not to replace the wires, it is recommended to use strips or tubes of suitable color. Therefore, when we have neutral that is not blue, blue tape shall be placed on its edge. Respectively, yellow-green for the protection conductor (PE). When we have a blue-color phase, black tape shall be applied from both ends.
- Access to the protective means of the panels should be immediate, while their active parts should necessarily be protected by a suitable coating for protection against direct contact (rotary switch terminals, etc.).
Proposal: Plexiglass shall be placed in front of the active parts. Lights and other machinery should be operated outside the panel with buttons or switches.
- **A main equipotential connection must be made in each building.** For this purpose, the following shall be connected to the main grounding terminal: (a) the following foreign conductive elements (b) the metal piping of supplies inside the building (e.g. water, gas).
- The metal piping for central heating and air conditioning. The metal elements of the construction of the building. The metal concrete reinforcement of the building, if possible. The metal sheath (if any) of the power supply cable, various metal elements such as racks, benches, etc.

- All doors and of course the frame of the metal panels shall be grounded.
- In the observations where it is stated that the table must be identified, the Contractor with appropriate detection instruments and with the help of the engineers of ThPA S.A. should determine the supply of the table (power table) and identify the loads and consumptions with a view to completing the protocols of Annex A.

Additional requirements for the new panels

For reasons of uniformity, functionality and satisfaction of safety requirements, each panel should meet the following requirements:

- The panels should be provided by certified panel manufacturers with ISO 9001 & 14001 and accompanied by test certificates.
- The switch material shall be ABB.
- Indicative lights shall be absolutely placed after the general switching means. Depending on the panel, they can be mounted either on the door or inside on a DIN rail. It is desirable that the lamps be secured with a suitable means (mini rail fuses) especially in the power panels.
- Neutral and grounding balances shall be such that conductors can be easily added or removed without having to disconnect or loosen all cables. That is, there shall be no use of expand plugs or large rail terminals as the main nodes of neutral and grounding (something that is observed to a large extent). It is advisable to use special terminals to connect the cables to the bars and switches.
Proposal: Neutral and grounding bars or certified terminals should be placed.
- Avoid connecting pipes in panels using a multi-light terminal or with expand plugs, caps, etc. Use rail terminals. Use rail terminals. We repeat that splices are PROHIBITED.
Proposal: The connection of pipes shall be done either in rail terminals or with correct joints.
- Do not make the frame retaining screw the central grounding node or PEN.
- There shall be an electric shock hazard mark on the outside of each panel.
- It is strictly forbidden to connect a yellow-green and yellow conductor to an active terminal. In case a yellow or yellow-green cable conductor has been used as neutral, the appropriate markings with labels and other means shall be made as mentioned above (refer to paragraph 514.3.2 of the standard).
- Observe an appropriate order of wiring and arrangement of the means of protection inside the panels, so that the connection between them is clear. In other words, there shall be no miniature circuit breakers, fuses and other means of protection, some of which powered from the bottom and others from the top, therefore leading to a confusion regarding their location. The layout shall follow a clear logical sequence, which shall facilitate the recognition of their functional dependence.
- All panels shall be adequately mounted and fixed. Retaining screws or support elements from the coatings shall not be missing.
- Doors and covers, frames and generally all parts shall be in good working order (not broken, not disassembled, oxidized etc.).
- There shall be no cables running through the floor without the necessary protection. Special attention shall be paid to the outlets. These shall not be permanent.
- It shall not depart from monopolar MCB three-phase cable. Risk of high voltage and possible load on the neutral.
Proposal: Either a three-pole switch can be placed against the monopolar or a "common neutral" sign can be placed.

Annexes:

1. Information document for the processing of and personal data
2. Financial Offer Template
3. ANNEX I
4. ANNEX II

The Chief Executive Officer

Arie Koppelaar

ANNEX 1 - INFORMATION DOCUMENT FOR THE PROCESSING OF PERSONAL DATA

INFORMATION 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 S.A.").

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: 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 "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 fulfilment of his duty or for performance of a contract*), **collects, processes and keeps** a record of 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*). These data are 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 for two more months, if required, taking into account the complexity and the number of requests (*see more in detail: Article 12 par. Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: 1-3 Kifissias Str. P.C. 115 23, Athens) or by e-mail ([λ](#)).*

Thessaloniki, ___ / ___ /20___

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

ANNEX 2 - FINANCIAL OFFER TEMPLATE