



TED 103 /2024 **CALL FOR OPEN TENDER**

FOR THE RESTORATION OF ROAD SURFACES IN THE PORT OF THESSALONIKI AND, MORE SPECIFICALLY, IN THE CONTAINER AND THE CONVENTIONAL TERMINAL

OPEN TENDER	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A. Main activity: Port activities Address: In the Port of Thessaloniki, Pier 1 PC 54625 Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for Submission of Offers	06/02/2024
Deadline for the Submission of Requests for clarifications	01/02/2024
Award criterion	Lowest Offer Price
Contact person for the provision of information/clarification	For the tender procedure Ilias Samaras Email: isamaras@thpa.gr Tel.: 2310593206 Ioanna Efedaki Email: iefedaki@thpa.gr Tel.: 2310593205 For technical issues & clarifications StavrosSkaperdas Email: sskaperdas@thpa.gr Tel.: 2310593329

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1 - SCOPE

The scope of the Tender is the award of works for the restoration of the road surface of heavy vehicles, construction machinery and trucks, within the Port of Thessaloniki and, more specifically, in the Container Terminal and the Conventional Terminal.

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 Call 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).

If the interested Economic Operators participate as an association or a consortium, 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 or Association of Economic Operators 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. at the email: isamaras@thpa.gr, with CC to the email addresses: iefedaki@thpa.gr and sskaperdas@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 Tuesday **06/02/ 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 iefedaki@thpa.g 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 modify the terms of the procedure with transparency. 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 that are valid for a shorter 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

The offer details are submitted to separate sub-folders.

Alternative offers, counter-offers 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.
- VII. 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. 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.

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 authenticity by a competent authority, either be issued digitally through the website <https://www.gov.gr/>

8.2. Each Tenderer must submit the list of machines with the relevant legal documents, proving the legal possession of the machines, which will be used for the implementation of the project and for the commitment for their immediate availability for inspection by ThPA S.A. In case of lease of machinery or installation of a subcontractor, the legal documents of the machinery must be accompanied by a solemn declaration for the commitment of availability of the machinery and subcontractors within a period of ten (10) calendar days from the date of the tender.

8.3. Each tenderer must submit the project execution methodology in order to verify its compliance with the project requirements, an indicative work execution and sequence timetable, and indicate the accredited laboratory where all the necessary laboratory tests will be performed.

8.4 Associations of Economic Operators submitting a joint bid shall submit the supporting documents referred to in paragraphs 8.1 for each member, while the other supporting documents referred to in 8.2 and 8.3 shall be submitted by one of the members participating in the association. The criteria of paragraph 8.2 are met even when a member of a Union meets the conditions of competence.

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 - Method of Payment

The Contractor's fee will be paid against the issuance of a relevant invoice following measurements, which will be accompanied by a table of measurements with reference to the project's work carried out and will be paid thirty (30) days from the date of issuance. The invoice will be clearing. Before the issuance of the invoice, the table of measurements shall be approved without negative remarks by the General Technical Division of ThPA S.A. And the provisional acceptance protocol of the project by ThPA S.A. must be signed.

ARTICLE 10 – Financial offer

The financial offer shall 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.

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.

Each Tenderer can submit only one offer.

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

- The offered prices shall be expressed in euros (€), shall be limited to two decimal places, will not include Value Added Tax (VAT) and shall bind the participant throughout the duration of his Offer and the Contract.
- 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.

ARTICLE 11 - 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 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. ThPA S.A. bears no responsibility for any damages or accidents to the Contractor's staff or any third party, for which the Contractor has civil, administrative and criminal liability. Furthermore, he must be aware of and comply with the Health and Safety Regulation of the employees of ThPA S.A. (Decision 2643/27.06.2005).

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 execution of the project. 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 € 150,000
- Material damage € 100.000
- Bodily injuries (group) € 300.000
- Maximum Liability limit € 500,000

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.

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.

ARTICLE 14 – Special Terms of the Project

14.1 Performance guarantee

For the signing of the contract, the contractor is required to submit a Performance Guarantee, 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.

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

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 and shall include at least the following:

- 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.

Instead of a letter of guarantee, the corresponding amount of money may be deposited in a Bank account held by ThPA S.A. at Piraeus Bank, as a guarantee.

Performance Guarantee:

- It shall be forfeited in the event of a breach of the terms of the contract, as specifically stated in the contract.
- It covers in total and without discrimination the observance of all the terms of the contract and any claim of ThPA S.A. against the Contractor.
- It shall be returned to the Contractor after the signing of the Provisional Acceptance Protocol and the settlement of any claims of ThPA S.A. by the Contractor.

14.2 Project Execution Time, Response Time and Penalties

The time of execution and delivery of the project will be determined by the participants in their offer and must not exceed thirty (30) from the date of signing the relevant contract. The project execution will take place on working days and hours that will be jointly agreed between the Contractor and ThPA S.A. The above deadline may be extended without penalty only with the consent of ThPA S.A. after a request by the Contractor stating the reasons for requesting the extension. An extension may be granted only for reasons of force majeure (weather conditions etc.).

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.

The Contractor shall, to the extent possible, not hinder the operations of ThPA S.A.

In the event that the project is not completed properly and within the contractual time, as agreed above, or the extension that may be agreed in writing between the parties, due to the Contractor's fault. ThPA S.A. may, in addition to any legal right, impose for each week of delay, a penalty clause of 1% on the contractual value of the work, up to a maximum of 5%.

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:

- i. 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.

- ii. When the extension of the total deadline of the project has been approved by ThPA S.A.
- iii. When the extension is expressly provided for in this Contract with the condition of non-imposition of penalties.

14.3 Miscellaneous Obligations of the Contractor

14.3.1 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.

14.3.2 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.

14.3.3 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 25%. The contractor price of the new works that are not included in the offer will be calculated based on the unit prices of the Contractor's offer which is an integral part of this contract, provided that they are the same or similar works. Otherwise, new unit prices or a flat fee will be agreed between ThPA S.A. and the Contractor.

14.3.4 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.

14.3.5 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.

14.3.6 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).

14.3.7 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.

14.3.8 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.

14.3.9 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.

14.3.10 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.

14.3.11 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.

14.4 Good Operation Guaranteed Time & Final Acceptance

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, 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).

The minimum acceptable time of guaranteed good operation of the project is fifteen (15) 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. Upon expiry of the guaranteed time of good operation, the Final Acceptance Certificate of the Project shall be signed.

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 Termination of the Contract

14.5. 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.

14.5. 2 Until the date of entry into force of the results of the termination, the Contractor shall carry out the work adequately and properly.

14.5. 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.

14.5.4 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.

14.6 Remuneration Adjustment

The fee is considered **fixed and final** and is not subject to any adjustment for any reason and cause until the full execution of the project. For that reason, the participation of any interested party in the tender entails his explicit, unconditional and irrevocable resignation from any right to adjust the prices offered and possibly resulting from another relevant provision.

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 – 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

The scope of the tender is the execution of restoration works of the surface layer of 5 cm, in Container storage areas, truck parking areas (PA), truck stowage areas and truck or Straddle Carrier traffic routes, using modified asphalt in the Container Terminal. The works include at least 5-8 cm milling the surface layer and replacing it with 5 cm thick modified asphalt. Estimated area within the Container Terminal 13,000m², in Sector A4 of immediate priority. A leveling layer of Asphaltic Concrete 31.5 of variable thickness will be required to form slopes and then lay a surface layer of modified asphalt. An asphalt precoat is required between asphalt layers and road paving, while an adhesive coating is required between asphalt layers.

Also, execution of asphalt paving works in the corridor between Sectors A4 & A5, of an estimated area of approximately 2,000m², with corresponding asphalt requirements with the above area, at the entrance to the Container Terminal (before the Container Terminal Gate), of an estimated area of

2,000m² and at the corner of quays 26 & 27, of an estimated area of 2,000m². Finally, asphalt local layers at different spots of the Container Terminal, at approximately 2.000m².

Total asphalt pavement area in the Container Terminal 21.000m²

In areas outside the Container Terminal, restoration works of asphalt coatings of variable thickness will be carried out. Specifically, at Pier 4, at the corner of Quays 17 & 18 and at the corner of Quays 18 & 19, milling, leveling layer of variable thickness (m³) and laying layer of modified asphalt circulation in an estimated area of 6,000m² will be required. Asphalt paving is also required in the area of Ag. Nikolaos, estimated area of 1,500m²

Total asphalt pavement area in the Container Terminal 7.500m²

COATING RECONSTRUCTION

The works that will be performed are:

1. Scraping of the surface layer of the existing worn impregnated concrete (in the Container Terminal) carpet using a milling machine, according to the Hellenic Technical Requirements 05-03-14-00, up to -50mm, including the loading of scraping products on a car and their transfer for final disposal at any distance and under any traffic conditions, within ThPA S.A.
2. Construction of asphalt binding (levelling) layer, in underground and outdoor works, regardless of the extent and form of the surface, with asphalt mixture hot-produced in a permanent installation with crushed inert quarry materials, Asphaltic Concrete 31.5, according to the approved composition study and Hellenic Technical Requirement 05-03-11-04 "Asphalt layers of closed type asphalt concrete". Price per square meter of layer, of acceptable quality and characteristics according to the Hellenic Technical Requirement 05-03-11-04. The unit price includes the value of the asphalt.
3. Coating of asphalt precoat between milled surface or road surface and asphalt layers.
4. Construction of asphalt circulation layer, with asphalt mixture prepared hot in a permanent installation with quarry crushed aggregates of Asphaltic Concrete 12.5
5. Construction of asphalt circulation layer using modified asphalt (asphalt mixture), 50 mm thick, after its installation.
6. In areas outside the Container Terminal, pavement construction works of variable thickness will be carried out, according to the Hellenic Technical Requirement 05-03-03-00 "Pavement layers of unbound aggregates".
7. Adhesive coating between two asphalt layers
8. Removal of cobblestone coatings with care for their intact extraction, with the accumulation of removal products for their repositioning or their transport over a distance of up to 40 meters, if required.

Each tenderer must indicate the accredited laboratory, where the necessary laboratory tests will be performed, documenting the quality of the delivered materials.

Annexes:

1. Financial Offer Template
2. Information document for the processing of and personal data

The Chief Executive Officer of ThPA S.A.

Arie Koppelaar

ANNEX 1 - FINANCIAL OFFER TEMPLATE

ThPA S.A. - PROCUREMENT & INVESTMENT DIVISION ThPA. S.A. - PROCUREMENT & INVESTMENTS DIVISION		ECONOMICAL OFFER OF CIVIL WORKS				
No.	Description	UNIT	PRICE PER UNIT	QUANTITIES	PARTIAL COST	TOTAL COST
1.	Surface scraping of impregnated concrete carpet (milling) at a depth of 5-8 cm	m ²		28,500.00	€	€
2.	Levelling layer of modified asphalt of variable thickness Asphaltic Concrete 31,5	tn		2,500.00	€	€
3.	Asphalt pre-coating	m ²		28,500.00	€	€
4.	5 cm thick asphalt layer of closed circulation Asphaltic Concrete 12,5	m ²		3,000.00	€	€
5.	5 cm thick asphalt circulation layer using modified asphalt	m ²		22,000.00	€	€
6.	Construction of a variable thickness pavement base	m ³		2,000.00	€	€
7.	Adhesive coating	m ²		22,000.00	€	€
8.	Dismantling of paving blocks	m ²		1,000.00	€	€
		TOTAL			TOTAL	
					:	
		FINAL BUDGET (WITHOUT VAT)			:	
		/ VAT (24%)			:	
		TOTAL (WITH VAT)			:	
		TOTAL (WITH VAT)			:	

.....// 2024

The Tenderer

Stamp / Signature

PART D: 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 Societe Anonyme under the name " "THESSALONIKI PORT AUTHORITY" and the trade name "ThPA S.A." which has its headquarters in the Municipality of Thessaloniki (in the Port, Pier 1, P.B. 54625, tel: 2310 593 118121), 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.

These 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 S.A." Pier 1, within the port, PC: 546, Thessaloniki, tel: 2310 593118121, or by email to: 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 ([link](#)).

Thessaloniki, ___ / ___ /20___

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