THESSALONIKI PORT AUTHORITY S.A

PROJECT: "Expansion of the marine Works infrastructure of Pier 6"

CALL FOR EXPRESSION OF INTEREST (1st Stage)

TO SELECT A CONTRACTOR

THESSALONIKI PORT AUTHORITY S.A.

invites

Interested Construction Companies to participate

in the 1st Stage - Prequalification of the Tender Procedure

for the selection of a Contractor for the Project titled

"Expansion of the Marine Works infrastructure of Pier 6."

Indicative Tender budget: € 130,000,000.00 (VAT excl.)

THESSALONIKI

Contents

SECTION 1: INTRODUCTION

Article 1.1 : Definitions

1.1.1 **Tender Terms**

The terms used in this Call for Expression of Interest have the meaning quoted next to them. The terms are sorted by alphabetical order in this English version of the Call for Expression of Interest (Note: the English alphabet is also kept in the Greek version).

1.1.1.1 "Acceptable Institutions"	A credit or financial institution or insurance company within the meaning of Law 4364/2016 operating lawfully in an EU, EEA or OECD or Financial Action Task Force (FATF) country, which in accordance with the applicable provisions has such a right, or in a country with a credit rating for long-term investments of at least A- (or equivalent) or higher from at least any two of the rating's agencies Moody's, Standard & Poor's or Fitch. EFKA (former ETAA – TSMEDE) Fund of Greece are also included in the "Acceptable Institutions".
1.1.1.2 "Authorized Representative"	The legal representative of the Candidate (according to the Candidates statutes/bylaws) thereof or a specifically authorised representative (by a decision issued by the Candidate's competent body), as the case may be, who has the power to bind the Candidate and also has the authority to sign and submit the Candidate's Dossiers.
1.1.1.3 "Bidder Participation Guarantee (Bond)"	Refer to para. 3.7.1 hereof.
1.1.1.4 "Call for Expression of Interest"(EOI)	The present document invites the Candidates to submit their qualifications (EoI henceforth).
1.1.1.5 "Call for Bid" (CfB)	The call by the Employer to the Bidders to submit their binding financial bids (CfB) for participation in Stage 2 of the current tender.

1.1.1.6	**"Candidate"**	The Interested Party (ies) selected by the Employer to participate in the 2nd Stage of the Tender, according to the ON/OFF Pre-Qualification Criteria.
1.1.1.7	**"Construction Cost"**	The value of the actual incurred construction works according to the associated contract(s) and the relevant certificates of works.
1.1.1.8	**"Central Protocol**	THPA's Central Protocol office is located at THPA's premises at 1st Pier, 54 625 Thessaloniki, Greece.
1.1.1.9	**Contract**	The contract agreement between the Employer and the Contractor for the Works, incorporating the documents such as Call for Bid, Instructions to Bidders, Conditions of Contract, Drawings, Specifications, Bill of Quantities, Bid, Notice of Award and such further documents as may be expressly incorporated (*as will be further detailed in Stage 2)*.
1.1.1.10	**Contractor**	The Temporary bidder, after signing the contract agreement with the Employer to implement the Project.
1.1.1.11	**"Concession Agreement" or "CA"**	The 02.02.2018 Concession Agreement between the Hellenic Republic and Thessaloniki Port Authority S.A., which was ratified by Law 4522/2018 and the relevant valid amendments.
1.1.1.12	**"Designer and Project Management Consultant" or "DPM"**	The Consortium, to whom THPA has assigned the task of (a) preparing the Project studies and (b) supporting the Employer's Construction Department in managing and supervising the Project in accordance with the terms of the service agreement between them.
1.1.1.13	**Employer**	The company with the corporate name Thessaloniki Port Authority S.A. (THPA).

1.1.1.14	**“Employer’s Construction Department”**	The Division of Project Studies & Construction Works Division (assisted by its DPM) which manages and supervises the project, issues all necessary approvals and inspects any documents required
1.1.1.15	**“Financial Capability Eligibility Criteria (FEC)”**	The entirety of the requirements as defined in para.0 hereof.
1.1.1.16	**“Independent Engineer” or “IE”**	The company that THPA has assigned the Independent Engineer duties referred to in the Concession Agreement provides relevant services per the service agreement's provisions.
1.1.1.17	**“Interested Party”**	The Contracting Enterprise, or Joint Venture or Group of Firms intending to participate in the current Tender Procedure by submitting a Letter of Application.
1.1.1.18	**Stage 1-Dossier**	The dossier of justification documents for the participation of the Interested Parties in the 1st Stage of the current tender. Refer to Article 2.3 hereof.
1.1.1.19	**Stage 2-Dossier**	The dossier with the binding Financial Bid of the Bidders is to be submitted in the 2nd Stage of this Tender.
1.1.1.20	**“Performance Guarantee (Bond)”**	Refer to para. 3.7.2**Error! Reference source not found.** hereof.
1.1.1.21	**“Temporary Contractor”**	The Candidate who will be selected by the Tender Committee for the execution of the Project and will be invited to enter into a contract with OLTH.
1.1.1.22	**“Project”**	“Expansion of the Marine Works infrastructure of Pier 6”, as further detailed in this EOI and the CFB
1.1.1.23	**“Technical Eligibility Criteria (TEC)”**	The entirety of the requirements as defined in para.2.2.2 hereof.
1.1.1.24	**“Tender budget“ or “Budget”**	The indicative budget of the project is based on the Cost Reference included in Annex 7.2 (“First Port Mandatory Enhancement”) of the CA.
1.1.1.25	**Tender Committee” or “Committee**	As established by virtue of relevant THPA’s Decision
1.1.1.26	**Tender Documents**	Refer to para. 3.1hereof.

1.1.1.27 “Tender Procedure”	The current procedure entails two stages (1st Stage-Prequalification and 2nd Stage– CfB).

Article 1.2 : Background

1.2.1 Preamble

1.2.1.1 The Port of Thessaloniki (Port of Thessaloniki) is one of the largest ports in Greece. The port land zone of the Port of Thessaloniki occupies a total area of approximately 1,550,000 square meters and spans a length of roughly 3,500 meters. It comprises a 6,150 meter-long quay, 6 piers, administrative and technical support buildings, warehouses and shed, special equipment and other installations. It constitutes the most important port of Northern Greece and one of the most important ports in Southeast Europe. The geographic location of the Port of Thessaloniki and its excellent road links and train connections make it the country's largest transit-trade port and services the needs of approximately fifteen million inhabitants of its international mainland. The Port of Thessaloniki also has installations owned by third parties suitable for liquid fuel storage, and it is located in proximity to the international natural-gas pipeline.

1.2.1.2 The Port of Thessaloniki enjoys a privileged position being located at the crossroad of land transportation Networks as follows: East to West (Egnatia Motorway), South to North (PATHE Motorway Patras-Athens-Thessaloniki-Evzoni or Idomeni) which continues towards the north, not only as an eastern corridor - Eastern Mediterranean, of the Central network of the Trans-European Transport Networks (TEN-T Core Network Corridor Orient – East Med) but also as the pan-European route Ten X. It has been characterised as a Port of International Interest in the Country’s Coast-guard System, (Government Gazette B’ 202/16.2.07) and one of the five Greek ports, which belongs to the Core Network of Trans-European Transport Networks. The Port of Thessaloniki hosts a variety of activities, including servicing of all types of cargo, ferry/passenger shipping, and cruise, as well as the Port of Thessaloniki free zone operating under applicable tax and customs legislation.

1.2.2 Thessaloniki Port Authority S.A. (THPA)

1.2.2.1 THPA is the legal entity entrusted with the administration and operation of the Port of Thessaloniki. It was established as a legal entity of public law by Law 2551/1953, under the name “Free Zone and Thessaloniki Port” (F.Z.T.P.), as a result of the merger of the Thessaloniki Port Fund and the Supervision Department of the Free Zone of Thessaloniki. Subsequently, by virtue of Law 449/1970, the Legal Entity of Public Law named “Free Zone and Thessaloniki Port” was renamed to Thessaloniki Port Authority”. In 1999, “Thessaloniki Port Authority”, the legal entity of public law, was transformed into a stock corporation (société anonyme) pursuant to Law 2688/1999 (Government Gazette A’ 40/1.3.1999).

1.2.2.2 In December 2017, following an open public tender process, the Hellenic Republic Asset Development Fund S.A. (HRADF), under its capacity as the major shareholder of THPA and SOUTH EUROPE GATEWAY THESSALONIKI (SEGT) LIMITED entered into a Shares Purchase Agreement (hereinafter: SPA) for the acquisition of the majority participation of 67% in the share capital of THPA. On 23 March 2018 (hereinafter: Closing I day), after the satisfaction of certain conditions precedent, the SPA was effected by the execution of the transaction and the transfer of THPA's majority shares from HRADF to "SOUTH EUROPE GATEWAY THESSALONIKI (SEGT) LIMITED". (On Closing I, THPA ceased to be a state-owned company, and since that day, it is a private-owned company).

1.2.3 <u>The HRCA</u>

1.2.3.1 Based on the enabling provisions in the seventeenth article of Law 2892/2001 (Government Gazette A' 46/9.3.2001), the Hellenic Republic and THPA entered into a concession agreement on 27 June 2001 (2001 HRCA). In the 2001 HRCA, the Hellenic Republic granted THPA the exclusive right of use and exploitation of the land, buildings and infrastructure comprising the Port of Thessaloniki for an initial term of forty years, and subject to further terms and conditions provided therein. The 2001 HRCA was subsequently ratified by virtue of the second and third article of Law 3654/2008 (Government Gazette A' 57/3.4.2008). Certain amendments to articles 2,3,4 and 18 of the 2001 HRCA, including the extension of the concession's term by ten years, were authorized on behalf of the Hellenic Republic by virtue of a joint ministerial decision on 31 July 2009 (Government Gazette B' 1643/7.8.2009) and agreed upon in an addendum to the 2001 HRCA executed between the Hellenic Republic and THPA on 22 July 2009 (2009 Addendum). The 2001 HRCA, as amended by the 2009 Addendum, is referred to hereinafter as the 2009 HRCA.

1.2.3.2 Against the background of the ongoing Privatization Process and as envisaged and permitted by the 2009 HRCA, the Hellenic Republic and THPA engaged in good faith negotiations, resulting in the finalisation and conclusion of a new amendment of the 2009 HRCA (hereinafter: 2018 HRCA), which was finally signed by the parties on 2/2/2018 and ratified by law 4522/2018 (Government Gazette A' 39/7.3.2018), as amended pursuant to Law 5048/2023 (Government Gazette: 149 A' /08.09.2023) for the ratification of the March 29, 2023 Amendment Agreement of the February 2, 2018 Concession Agreement between the Hellenic Republic and the THPA.

Article 1.3 : Tender Stages

1.3.1 Description of Tender Phasing

1.3.1.1 During the 1st Stage of the Tender, the Interested Parties will submit the 1st Stage Dossiers, and the Employer will select the Candidates who meet the FEC and TEC and may participate in the 2nd Stage of the Tender.

1.3.1.2 The Employer will select and appoint the Candidates based on the criteria defined in Article 2.2. The Candidate is required to meet all of the following minimum certification criteria (ON/OFF).

1.3.1.3 The forms that should be attached to the Letter of Application (specific requirements) are provided under Annexes A & B. For clarity, any Q&A shall be submitted and answered through the formal clarification process described in para.: 2.1.2.2).

1.3.2 Stage 2 - Submission of Financial and Technical Bids ("Stage 2 Dossier")

1.3.2.1 The Employer is expected to issue the CfB Invitations within the first Quarter of 2024. During this stage, the Candidate shall be invited by the Employer (via the CfB) to submit its Stage 2-Dossier within at least 45 days of the publication of the CfB. THPA shall determine, through the Tender Documents, the details of the Stage 2 Dossier and its respective submission period,

SECTION 2: PREQUALIFICATION

Article 2.1 : Stage 1-Overview

2.1.1 Timetable

Without Prejudice to the Employer's rights to amend, cancel, and defer the tender (as per Article 4.2), below is the currently envisaged timetable of the Tender Procedure:

Process Steps	Due Dates
Stage 1: Prequalification	
Issuance of Stage 1 Call for EOI by THPA	13.11.2023
Cut-off Dates for Q & A by Interested Parties	08.12.2023
Cut of Dates for Q & A responses by THPA	15.12.2023
Submissions of Stage 1-Dossier by Interested Parties	22.12.2023
THPA's Prequalification Announcement	Q1 2024
Stage 2: CfB	
Issuance of Call for Bid by THPA	Q1 2024
Bids Due	Q1 2024
Selection of Preferred Bidder	Q1 2024

2.1.2 Description of Stage 1 Procedure

2.1.2.1 Interested parties are invited to submit the 1st Stage Dossier.

2.1.2.2 Interested parties can submit any questions/clarifications concerning the call for EOI to all the following email addresses:

- secretariat@thpa.gr
- lladopoulos@thpa.gr
- THPA-tender@hillintl.com

Under any circumstances, such questions/clarifications shall be submitted to the Employer no later than ten (10) working days prior to the last date for submitting Stage 1-Dossier, namely 8th December 2023.

The Employer will publish supplementary information, clarifications, etc., at the latest within five (5) working days before the last day to submit the Stage 1-

Dossier, namely 15 December 2023. Interested parties are not allowed to refer to verbal responses or clarifications from the Employer.

2.1.2.3 The deadline for the Stage 1-Dossier submission by the Interested Parties, as per the terms herein, is the **22th of December 2023, at 15:00 hours (local time)** to the THPA central protocol office at the Main Administration Building of the 1st Pier, Thessaloniki. Following the deadline mentioned above for submission, no dossier shall be accepted by THPA.

2.1.2.4 The Employer will select the Candidates, during the evaluation of the 1st Stage Dossiers, for the submission of binding Dossiers for the 2nd Stage of the Tender. Within the first Quarter of 2024, the Employer is expected to transmit to the selected Candidates the CfB.

2.1.2.5 THPA will carry out the selection process using the ON/OFF criteria mentioned below and relate to the general and specific experience of the Interested Party and its financial capacity, as will be reflected in the Interested Party's responses to the forms attached to the Application for Participation.

2.1.2.6 At the Employer's discretion, additional articles to the present document may be issued thereafter.

Article 2.2 : Stage 1- Eligible parties for Stage 1

2.2.1 Contractors Certification Grade

Under the conditions set out in Article 2.3, the following parties are eligible to participate in the Tender Procedure:

A. Individual firms:

i. Registered in the Greek Register of Firms, which holds a Grade 6 (six) contracting certificate or higher (for road, hydraulic, civil, port and E/M works).

ii. Registered in the official lists of recognized construction companies in EU and/or EEA countries and/or countries that have signed the WTO agreement in a category and Grade corresponding to those as referenced in para. (i) above, of the Greek Register of Firms.

iii. Coming from EU and EEA countries and countries which have signed the WTO agreement but do not have official lists of recognized construction companies, provided they have carried out projects in EU and EEA countries or countries which have signed the WTO agreement which are similar (in qualitative and quantitative terms) to the project being tendered, and meet the same formal and substantive conditions as firms in the above indents.

B. Joint ventures (J/V) or consortiums (C/S) of firms which meet the conditions in point A above. Note that the award of the project to a grouping of companies means that the grouping must be prepared to assume the form of a joint venture/consortium to sign the Contract. For clarity, Interested Parties participating in the Tender Procedure in the form of a joint venture or union of entities are not required to obtain a specific legal form for the submission of the Stage 1-Dossier.

[IMPORTANT NOTE 1a]:

Each Interesting Party shall participate on its own or in a Joint Venture (**J/V**) or consortium (**C/S**) (under penalty of disqualification). In the case of a J/V or C/S, the member with the highest share (hereafter **Leader**) must participate in the J/V or C/S with a percentage of at least 35% (upon penalty of disqualification).

[IMPORTANT NOTE 1b]:

In the case of a J/V or C/S, technical criterion 2.2.1 above must be met in full by the member with the highest share in the J/V or C/S (upon penalty of disqualification).

2.2.2 Technical Eligibility Criteria (ON/OFF)

Each Interested Party must meet, under penalty of disqualification, the following technical criteria:

2.2.2.1. The Interested Parties should have certified experience in the construction of port projects within the last ten years, with a total budget of euros eighty million (€80,000,000).

For clarity, in the case of joint ventures, the certified experience can be cumulatively certified by all the joint venture members, regardless of the certified cost of construction work per project. Interested Parties must have been appointed contractors for these projects within the last ten (10) years (01/11/2013 – 31/10/2023). In particular, certified projects may refer to completed projects or projects in progress. For ongoing projects, the total value of the completed certified construction works must meet the above limit according to the relevant construction contract. To invoke the relevant experience, the Interested Party must:

- have been the sole contractor of the project or
- have held the highest percentage of works of the other members in the case of a J/V or C/S (regardless of the firm's % shareholding on that J/V or C/S) or
- have been a member of the relevant J/V or C/S with at least 30% participation share, or
- to have been a subcontractor in the specific project for a percentage of the total works of at least 30% as the exclusive subcontractor or as a member in a Subcontracting J/V with the highest share in the Subcontracting J/V (regardless of the % participation) or with a share of at least 30%, provided that the total works executed by the Subcontracting J/V to correspond to 30% of the total works of the project.

2.2.2.2. The Interested Parties should have certified experience in the construction of port projects within the last ten years of one completed project, with a cost of completed construction works of at least twenty-five million euros (€25,000,000). In particular, for this project, Interested Parties should have been appointed contractors within the last ten (10) years (01/11/2013 – 31/10/2023). In particular, the certified project may refer to either a completed project or a currently in progress. For clarification, it is noted that for a project in progress, the total value of the completed certified construction works in accordance with the relevant construction contract must meet the above limit. To invoke the relevant experience, the Interested party must:

- have been the sole contractor of the project or
- have held the highest percentage of works of the other members in the case of a J/V or C/S (regardless of the firm's % shareholding on that J/V or C/S) or
- have been a member of the relevant J/V or C/S with at least 30% participation share, or
- to have been a subcontractor in the specific project for a percentage of the total works of at least 30% as the exclusive subcontractor or as a

member in a Subcontracting J/V with the highest share in the Subcontracting J/V (regardless of the % participation) or with a share of at least 30%, provided that the total works executed by the Subcontracting J/V to correspond to 30% of the total works of the project.

2.2.2.3. The Interested Party must have constructed within the last ten years (01/11/2013 – 31/10/2023) a quay wall of at least 300m long from reinforced concrete caissons. In particular, the certified project may refer to either a completed project or a currently in progress. To invoke the relevant experience, the Interested party must:

- have been the sole contractor of the project or
- have held the highest percentage of works of the other members in the case of a J/V or C/S (regardless of the firm's % shareholding on that J/V or C/S) or
- have been a member of the relevant J/V or C/S with at least 30% participation share, or
- to have been a subcontractor in the specific project for a percentage of the total works of at least 30% as the exclusive subcontractor or as a member in a Subcontracting J/V with the highest share in the Subcontracting J/V (regardless of the % participation) or with a share of at least 30%, provided that the total works executed by the Subcontracting J/V to correspond to 30% of the total works of the project...

2.2.2.4. Interested Parties must have certification ISO 18001:2007, ISO 9001:2015, ISO 14001:2014 or equivalent.

IMPORTANT NOTE 2a:

In case of a J/V or C/S, criteria 2.2.2.2, 2.2.2.3 & 2.2.2.4 must be met by at least one member.

[IMPORTANT NOTE 2b]:

In the case of a J/V or C/S, all its members must meet at least one criterion from 2.2.2.2, 2.2.2.3 & 2.2.2.4 (under penalty of exclusion).

[IMPORTANT NOTE 2c]:

Any referenced Project will not be considered an acceptable experience for the Interested Party without the relevant certificates.

2.2.3 Criteria for qualitative selection (ON/OFF criteria)

Each Interested Party participating in the Tender individually and as a member of a J/V or C/S must prove (under penalty of disqualification) that:

2.2.3.1. It has not been declared or become bankrupt, it is not under compulsory liquidation, unable to pay its debts or made a general arrangement or composition with or for the benefit of its creditors or a competent authority in any relevant jurisdiction, has not suspended business activities or works and it is not under any similar condition deriving from similar procedure with its creditors and it is not under any similar procedure (restructuring etc) : (i) has not been placed in any other formal process of relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights in general (in Greece see Law 4738/2020-Bankruptcy Code, as in force); (ii) has not been appointed an administrator, for enforced liquidation, or conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or (iii) does not have a distress, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets.

2.2.3.2. The managing partners in the case of a limited or general partnership or limited liability company or a private company, and the Chairman and Managing Director in the case of a Societe Anonyme or the natural persons exercising management functions in all other cases have not been convicted based on a final judgement for:

a. participation in criminal organisations within the meaning of Article 2(1) of Council Framework Decision No. 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300).
b. corruption as defined in Article 3 of the Convention on the fight against corruption involving officials of European Communities or officials of Member States of EU (OJ C 195) and Article 2(1) of Council Framework decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192).
c. fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities, ratified by law 2903/2000.
d. Terrorist offences linked to terrorist activities as defined in Articles 1 & 3 of council Framework decision 2002/475/JHA of 13 June 2002.
e. money laundering within the meaning of Article 1 of Council Directive 2005/60/EC on prevention of use of the financial system for the purpose of money laundering and terrorist financing.
f. Child labour and other forms of trafficking in human beings as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the council of 5 April 2011 on preventing and combatting trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA (OJ L 101), which was transposed by virtue of law 4198/2013.
g. embezzlement (Article 375 of the Hellenic Penal Code)
h. fraud (Articles 386-3868 of the Hellenic Civil Code)
i. Extortion (Article 385 of the Hellenic Penal Code).
j. Forgery (Articles 216-217 of the Hellenic Penal Code).
k. Perjury (Article 224 of the Hellenic Penal Code).
l. Bribery (Articles 235-237 of the Hellenic Penal Code).
m. Fraudulent deliberate bankruptcy (Article 397 of the Hellenic Penal Code),

or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

2.2.3.3. They have fulfilled obligations relating to the payment of social security contributions per applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or under the law of the country of establishment.

2.2.3.4. They have fulfilled obligations relating to the payment of taxes in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in ctivity in Greece) or in accordance with the law of country of establishment.

[IMPORTANT NOTE 3]:

In case of a J/V or C/S, all criteria of para. 2.2.3 must be met in full by each member.

2.2.4 Financial Eligibility Criteria (ON/OFF)

2.2.4.1. Upon penalty of disqualification, each Interested Party must meet the following fiscal criteria:

i. Average of annual turnover of at least thirty-five million euros (€35.000.000) over the last three (3) audited fiscal years.

ii. Equity of a minimum of twenty million euros (€ 20.000.000).

iii. Credibility of twenty million euros (€ 20.000.000) for the specific project and fifty- million euros (€ 50.000.000) as a legal entity.

[IMPORTANT NOTE 4]:

In case of a J/V or C/S, criteria of para. 2.2.4 must be met in full at least by the Leader (upon penalty of disqualification).

Article 2.3 : Stage 1-Participation documentation

2.3.1 Documentation for Minimum Technical Requirements

2.3.1.1. Each Interested Party must prove its qualifications in para. 2.2.1 by providing the original or official copy of the classification certificate or registration certificate from the competent authority.

2.3.1.2. A list of all port projects in the last ten [10] years accompanied by (a) certificate of completion or acceptance/take-over protocols (for completed projects) from the respective client/supervisory body and (b) progress payment certificates from the respective client/supervisory body about the completed section of infrastructure projects at ports which the company is carrying out (for projects under construction) which must include all necessary particulars which clearly show that the criteria in para. 2.2.2.1, 2.2.2.2, 2.2.2.3 are met. More specifically, for criteria 2.2.2.1, 2.2.2.2, and 2.2.2.3, the referenced projects may include completed or "in progress" projects. However, for clarity, for projects that are "in progress", the value of the works completed and certified in accordance with the relevant construction contract(s) must meet the specified thresholds of para. 2.2.2.1, 2.2.2.2, 2.2.2.3.

2.3.1.3. The Interested Party must provide an original or official copy of ISO 18001:2007, ISO 9001:2015, ISO 14001:2014, certification or equivalent.

2.3.2 Documentation for Minimum Quality Requirements

Each Interested Party is obliged to prove that it has the qualifications in para. 2.2.3 by submitting the original or official copy of the following valid supporting documents:

2.3.2.1. Incorporation documents for legal persons such as:

a. An original or official copy of the current codified Articles of the completed body of the Company.
b. An original or official copy of the Commercial Registry (or equivalent)
c. An official extract from the register of minutes of the competent body which approved the participation in this Tender Procedure, appointing one or more persons to submit Stage 1-Dossier and to sign any document relevant to the current Tender Procedure, including the Contract, and selecting a Legal representative.
d. A solemn declaration from the Legal representative, appointed by a decision of the Interested Party's competent body, in which he unconditionally and unreservedly accepts his appointment as Legal representative.

2.3.2.2. A solemn declaration from the legal representative stating that the company is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership or bankruptcy compromise, that the company's operations have not been suspended or that it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)

2.3.2.3. An extract from the criminal record or, in the absence of such, an equivalent document issued by the judicial or administrative authority of the country of origin or country of provenance, which shows the requirements in para. 2.2.3.2 are met. If there is no clean criminal record, a dully solemn declaration shall be submitted which clarifies the offences cited in the extract for which there are convictions.

2.3.2.4. A social security clearance form from the competent authority showing that on the date of the expression of interest, the Interested Party was fully aware of its main and supplementary social security contribution debts.

2.3.2.5. A tax clearance form from the competent authority showing that on the date of the expression of interest, the Interested Party was fully aware of its tax obligations.

2.3.2.6. In case of a joint venture or grouping of firms, the documents referred to in para. 2.3.2.1-2.3.2.5 must be submitted for each member of the J/V (depending on the form of the grouping). Moreover, a solemn declaration from each member *(Refer to Annex B)* that an agreement setting up the Joint Venture or establishing the grouping must be submitted before the signature of the Contract, which shows the leader of the Joint Venture or grouping declaring the following as a minimum:

i. Each member's acceptance of joint submission of the expression of interest (in joint ventures, it is sufficient for this to be clear from its established purpose).
ii. the stakes of each member in the Joint Venture or grouping.
iii. the joint representative and process agent for the members of the grouping or Joint Venture in dealings with THPA S.A. and
iv. that members of the Joint Venture or grouping shall be jointly and severally liable to the Employer for implementing the project, and in the case of special or quasi-general succession, the successors must continue to participate in the Joint Venture/consortium under the same terms.

[IMPORTANT NOTE 5]:

The documents mentioned in para. 2.3.2.3-2.3.2.5 can be replaced with a solemn declaration from the legal representative. If the Candidate is appointed Temporary Contractor, such documents shall be submitted before the Contract's signing, complying with the CfB.

2.3.3 Documentation for Minimum Financial Requirements

2.3.3.1. Interested Party is obliged to prove that he has the qualifications in para. 2.2.4 by submitting:

i. A presentation of the company's financial situation,

ii. Official copies of published balance sheets for the last three (3) audited fiscal years,

iii. Annual financial reports for the last three (3) audited fiscal years,

iv. A letter of credit of twenty million euros (€20.000.000) from an Acceptable Institution for the specific project.

v. A letter of credit of fifty million euros (€50.000.000) from Acceptable Institutions for the overall credibility of the candidate.

vi. A solemn declaration from the legal representative stating that the company complies with the criteria of para.0.

To avoid doubt, any Interested Party will be disqualified from the Tender Procedure in case of violating the conditions set out above.

Article 2.4 : Stage 1-Preselection Shortlist

2.4.1 List of Candidates

The Employer will examine the 1st Stage Dossiers to certify the Interested Parties' compliance with the above criteria and invite the respective Candidates to participate in the 2nd Stage of the Tender.

2.4.2 Changes in Candidates Structure

Candidates, for their participation in the 2nd Stage, may make changes to the Structure of the J/V or C/S (either in the form of the withdrawal of an existing J/V or C/S Member or Members, or the entry of a new Member or Members, or an internal restructuring of participation analogy) or establish a new J/V or C/S, in the case of an individual Candidate, subject to the following conditions, which apply cumulatively:

i. Subject to items (iv) and (v) below, the member with the highest (and in any case exceeding 35%) share in the J/V or C/S (Leader) remains the same and with a percentage at least corresponding to the participation percentage during the 1st Stage of the Tender. In the event that an individual Candidate sets up a J/V or C/S, the said Candidate is mandatorily defined as the member with the largest share in the J/V or C/S (Leader).
ii. In the case of internal redistribution of participation percentages, the Leader remains the same as in the 1st Stage of the Competition.
iii. The J/V or C/S, under its new structure, shall meet or continue to meet (as the case may be) all Criteria of the 1st Stage as defined in Article 2 above and shall submit to this effect a Solemn Declaration by each J/V or C/S Member or the joint representative, that they J/V meets or will continue to meet (as the case may be) all the Criteria of the 1st Stage, together with an updated letter of Annex B, and in case of entry of a new member, the J/V will submit the relevant supporting documents, in accordance with paragraph 2.3 of the call for EOI, verifying the new member's right to participate in the revised J/V or C/S.
iv. No merger or other collaboration between Candidates is permitted.
v. Stage 1 J/V or C/S members are not allowed to transfer from one J/V to another during Stage 2.

For the avoidance of doubt, a Candidate will be excluded from the Tender Procedure in case of any incompliance with the conditions set out above and as will be specified in the CfB.

SECTION 3: LEGAL FRAMEWORK

Article 3.1 : Tender Documents

3.1.1 Laws

The Tender Procedure shall be conducted in accordance with the following:

i. Law 4522/2018 (Government Gazette A' 39/7.3.2018) and the Concession Agreement on use and exploitation of certain areas and assets within the Port of THESSALONIKI of 02 February 2018 ratified by Article 1 of that Law, together with its annexes, which agreement was entered into between the Hellenic Republic and THPA, under which the Hellenic Republic granted THPA the exclusive right to hold, use, manage, maintain, improve and exploit the assets conceded to it, in accordance with the terms of the agreement

ii. The applicable THPA S.A internal regulations.

iii. The procedures and terms outlined in the Tender Documents.

3.1.2 Applicable Law and Jurisdiction

The Contractor and the Employer are obliged to make every effort for the extrajudicial settlement of any disputes arising from the relations thereof during the contract term.

Any disagreement or dispute shall be submitted irrevocably to International Arbitration (ICC), which will be carried out in English and Thessaloniki according to the Greek Law.

3.1.3 Specifications

Moreover, Interested parties must be aware that in addition to the above documents, which have a contractual effect, and the Contract to be entered into with the Contractor, the following documents also have a contractual effect:

i. The Eurocodes (EC) based on which the technical studies/designs of the Project were prepared (EC1, EC2, EC3, EC7, EC8).

ii. The Standard Technical Specifications (STS) issued by the Ministry of Infrastructure and Transport (or the Ministry of Public Works).

iii. ELOT standards.

iv. Any other standard, requirement, specification, or technical instruction referred to in the Concession Agreement, which the Contractor must consider and follow when carrying out construction work.

Article 3.2 : Language of the procedure

3.2.1 Determination of Tender's Language

3.2.1.1 The official languages of the procedure are Greek and English. All information and documents from the Candidates to the Employer and its DPM shall be either drawn up in Greek or English or accompanied by an official Greek or English translation upon the Employer's request.

3.2.1.2 Moreover, all written communications and correspondence between the Interested Parties or Candidates, Tender Committee, and Employer shall be in Greek or English.

3.2.1.3 The prevailing language for the Tender Procedure is Greek.

Article 3.3 : Presumption resulting from the participation in the procedure

3.3.1 Description

3.3.1.1. Submission of Stage 2-Dossier in the tender will constitute a presumption that each Candidate has received full knowledge of the Tender Documents and details and is fully aware of the conditions of execution of the Project. In particular, every Candidate, after receiving the CfB, must acquire full knowledge of all the conditions of execution of the Project, including those defined in this article. Therefore, the submission of a financial offer in the tender process will constitute a presumption that:

i. They have checked, are aware of, and accept all project technical and local conditions, particularly in the THESSALONIKI's port area.

ii. They have also examined, know and accept the approved diagrams and drawings in the project design and other contracting information included in the "Tender Procedure", which forms the basis of their final Stage 2-Dossier.

iii. They have checked and know the conditions and restrictions on navigation in the broader area.

3.3.1.2. Any failure by the Candidates to acknowledge the above issues and requirements is solely their responsibility. It shall not release them from liability and their obligation to comply in full with their contractual obligations if chosen as the Contractor for the Project.

3.3.1.3. Candidates are not entitled to any remuneration for expenses incurred relating to the compilation and submission of information mentioned herein, such as Stage 1-Dossier, Stage 2-Dossier, etc.

Article 3.4 : Title, Location, Description and Key Features of the Project

3.4.1 Project Title

«Expansion of the Marine Works Infrastructure of Pier 6»

3.4.2 Project implementation location

"Pier 6, Port of Thessaloniki"

3.4.3 Brief description and key features of the project

The project for the expansion of the marine Works infrastructure of Pier 6 includes at least the following:

3.4.3.1 Construction of one new additional quaywall, as a straight-line extension of the existing quaywall 26, with a minimum continuous length of 513 m, out of which at least 400 m providing a minimum draught of -16.50 m MSL (Mean Sea Level).

3.4.3.2 Construction of additional yard area, at least 258 m wide, alongside the above new quay wall.

3.4.3.3 Construction of all complementary infrastructure Works needed for the entire operation of both the new quay wall and the corresponding yard, including dredging of the navigation channel and ship manoeuvring area at a minimum water depth of – 17.60 m MSL, pavements at the yard area, utilities, networks.

Article 3.5 : Indicative Project Duration – Key Contractual Terms

The Employer, in order to facilitate the Interested parties' familiarization with the primary contractual obligations of the Contractor, outlines below the key contractual terms envisaged for the implementation of the Project. The Candidates, alongside the CfB, shall receive the Tender Documents, including full details and provisions for the below described (but not limited to) items.

3.5.1 Construction period-Duration of Engagement:

The overall Construction period duration is 36 months from signing the contract. However, further details will be provided to the Candidates during Stage 2 of the Tender Procedure.

3.5.2 Termination of Contract-Penalties

3.5.2.1 As further detailed in Stage 2 documents, the Contract will stipulate a mechanism for applying delay penalties to the Contractor (for matters falling within the Contractor's responsibility/culpability under the Contract).

3.5.2.2 No penalty clause will be imposed when the delay is proven to be caused by a breach of contractual obligation by the Employer or any action by the Employer in breach of contract or by an event of force majeure, as such events are defined in Article 23 of the Concession Agreement.

3.5.3 Subcontracting

3.5.3.1 The Contractor may subcontract a part of the project corresponding to not more than 40% of the project's overall value, subject to the Employer's approval, as it will be specified in Stage 2 Tender Documents.

3.5.4 Contractor's obligations - Miscellaneous provisions

3.5.4.1 The Employer has put DPM in place for the Project, which has undertaken to assist the Employer's Construction Department in managing and supervising the Project. The Contractor shall be obliged to facilitate the activities of the DPM and the Employer's Construction Department before the commencement of work to ensure that each of them has the necessary networks and facilities at its Worksite, in accordance with the specific terms and requirements set out in the special conditions of contract.

3.5.4.2 The Contractor shall be obliged to insure the project and their staff in accordance with the Greek Law and the CfB Tender Documents.

3.5.4.3 The Contractor is responsible for complying with the laws and applicable policing provisions and is obliged to promptly notify the Employer Construction Department and DPM of the decrees or orders sent or notified to it. At the same time, the project is being implemented by various authorities relating to inspection, safety, noise pollution, maritime environment protection measures, and so on.

3.5.4.4 The Contractor shall be responsible for implementing the approved environmental terms and conditions for the project, as in force, and shall be obliged to assist the Employer in implementing and complying with those terms.

3.5.4.5 The Contractor shall be solely responsible for implementing the designs/studies and for the quality and strength of the Works, as will be further specified in the Cfb Tender Documents.

3.5.4.6 The Contractor shall be solely and exclusively responsible for carrying out the Works and for integrating the materials which will be used in accordance with the terms of the Contract and other contractual documents.

3.5.4.7 Also, any other obligations deriving from the Concession Agreement between the Hellenic Republic and THPA S.A. (Law 4522/2018) shall apply to the Contractor without any additional remuneration being payable.

Article 3.6 : Award criterion - Selection of the Contractor

The Tender Committee shall evaluate Stage 2-Dossiers based on the criteria envisaged in CfB and select the Temporary Contractor. After signing the Contract with the Employer, the Temporary Contractor will be appointed as the Project Contractor.

Article 3.7 Bank Guarantees.

3.7.1 Bidder Participation Guarantee

3.7.1.1 To validly participate in the Tender Procedure, the Candidate must submit a Bidder Participation Guarantee in the 2nd stage along with their Stage 2-Dossier, which shall amount to 2% of the tender budget as per the Financial Bid of the Candidate to be submitted with 2nd Stage Dossier.

3.7.1.2 The Bidder Participation Guarantees should be addressed to the Employer and, in case of a J/V or C/S, must be common to all its members.

3.7.1.3 Errors or omissions in the title of the project or the person in whose favour the guarantee is provided will not lead to disqualification unless confusion arises.

3.7.1.4 Bidder Participation Guarantee should fully cover the Tender Procedure period after the submission date of the 2nd-Stage Dossier. They will not be accepted if their validity period is less than one hundred and eighty (180) days from the closing date submission of the 2nd-Stage Dossier.

3.7.1.5 Bidder Participation Guarantee is forfeited in favour of the Employer if, during its duration, (a) the Candidate withdraws the Stage 2-Dossier or (b) if the Temporary Contractor does not provide the supporting documents in time or does not respond in a reasonable, timely manner to sign the contract or (c) the Candidates provide false information resulting to their disqualification.

3.7.1.6 Employer shall return the Bidder Participation Guarantee (after discussions with the Employer Construction Department):

a. to the Contractor when the Contractor's Performance Guarantee is submitted
b. to the other Candidates within a reasonable period and, in any case, no later than sixty (60) days after the completion of the Tender, as defined in Article 3.8.
c. to all Candidates, in case the Tender is suspended or cancelled, within a reasonable period and, in any case, no later than sixty (60) days after the suspension or cancellation of the Tender.

3.7.2 Performance Guarantee

3.7.2.1 To sign the Contract, it is necessary to submit an open-ended Performance Guarantee amounting to 5% of the determined contractual value.

3.7.2.2 The Guarantees may be issued by one or more Acceptable Institutions.

Article 3.8 : Tender validity period

The 1st Stage Dossier will bind the Interested Parties for a maximum period of two hundred and seventy (270) days from the deadline for submission unless the specific Interested Party is disqualified.

SECTION 4: TENDER PROCEDURE

Article 4.1 : Content of the expression of interest dossier (“Stage 1-Dossier)

4.1.1 Stage 1-Dossier

4.1.1.1 The Candidates’ Stage 1-Dossier must include (upon penalty of disqualification):

a. A letter of interest from the Interested Party signed by its Legal Representative (*Refer to Annexes* A & B *hereof*);

b. Annex F Non-Disclosure Agreement.

c. All the certificates and documents referred in Article 2.3 (*Refer to Annex* E *hereof*) of this Call.

d. An electronic copy of the entire Stage 1-Dossier (in pdf format).

If differences are found between the Dossier to be submitted in the hard copy and the electronic one, the hard copy shall prevail.

4.1.2 Tender Committee

4.1.2.1 The Tender Committee reserves the right - without being obliged to do so - to request clarifications for any information and data submitted in the Stage 1-Dossiers, and the Interested Parties are required to respond to this request within the deadline set by the Tender Committee.

4.1.2.2 The Tender Committee and the Employer reserve the right to carry out, if they so wish, checks to verify the correctness of the 1st-Stage Dossiers and the truth of the information that will be submitted and to request the assistance of each competent department / body of the Employer.

4.1.2.3 Any objections, conditions, or reservations contained in the 1st-Stage Dossier will lead to the disqualification of the Interested Party.

4.1.2.4 Given that the Employer is a private-owned company and due to the immense importance of the prompt and adequate completion of CAPEX I (both for THPA and the Hellenic Republic and consequently for the public interest), objections to the content of this invitation (if submitted) will not be considered by the Employer, because it could unreasonably delay this process.

Article 4.2 : Suspension – Cancellation of Tender Procedure

4.2.1 Suspension of Tender Procedure

4.2.1.1 The Employer, at its absolute discretion and without any right of compensation of any kind for the Interested Parties or the Candidates, has the right to suspend, cancel or repeat the Tender Procedure at any stage of the procedure, including, among others:

a. By reason of irregular conduct, if such irregularity affects the procedure's outcome.

b. If there was insufficient competition.

c. If the result is reasonably considered unsatisfactory.

d. In the event of a change in the needs related to the Project.

e. If none of the Candidates submitted the required documents.

f. If the financial offers are deemed excessive and unprofitable.

4.2.1.2 Where the procedure is suspended, repeated or cancelled, the Employer shall return Stage 1 and Stage 2 Dossiers, which will have already been submitted, to the Interested Parties or the Candidates, respectively, upon their written request. If the Interested Parties or Candidates do not submit a formal written request within the deadline set by the Tender Committee, Stage 1 and Stage 2 Dossiers will be destroyed.

4.2.2 Cancellation of Tender Procedure

4.2.2.1 Participation in the Tender Procedure is the sole responsibility of the Interested Party and the Candidate, who, in case of cancellation of the procedure, is not entitled to any compensation for expenses (beyond the return of the Guarantee Participation to the Candidates) related to his participation in the Tender Procedure and the preparation and submission of his offer.

Article 4.3 Tender Procedure completion

The Tender Procedure is completed with the signing of the Contract and the submission of the Performance Guarantee by the Contractor.

Article 4.4 Final Provisions

- The Employer undertakes to take the appropriate measures to (a) effectively prevent, (b) detect, and (c) remedy conflicts of interest that arise during the contract award procedures to avoid any distortions of competition and equal treatment of all economic operators is ensured.
- The Employer undertakes to fully observe the principles of confidentiality and secrecy regarding the details and information of the Interested Parties and Candidates that will come to his knowledge during this Tender Procedure and are considered confidential.
- The employer declares that it has fully adapted to the requirements of the General Data Protection Regulation and will comply with the relevant provisions throughout the Tender Procedure.

ANNEXES

A. LETTER OF APPLICATION TO PARTICIPATE

Hill International | ROGAN ASSOCIATES CONSULTING ENGINEERS - ARCHITECTS
M.E.01: EXPANSION OF THE MARINE WORKS INFRASTRUCTURE OF PIER 6
ThPA S.A. PORT OF THESSALONIKI

Application to Participate in Tender Procedure

Date: *[insert day, month, year]*
IFP No.: *[insert number]*

Company: ______________________________

To: THPA/Tender Committee

We hereby confirm our intent to participate in the Tender Procedure for the award of the Project: "Expansion of the Marine Works Infrastructure of Pier 6", applying to be prequalified to participate in Stage 2 of the Tender Procedure.

We hereby declare that the persons below (two maximum) are authorized to be contacted and receive information concerning the tender, including formal tender documents, and can be provided invitations to register for and access a Project virtual data room (if applicable).

Name	
Title	
Email	
Telephone / Fax No.	
Mailing Address	

Name	
Title	
Email	
Telephone / Fax No.	
Mailing Address	

[Signature] [Company Stamp]

Name: ______________________________ Position: ______________________________

For and on behalf of: ____

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[IMPORTANT NOTE 6]:

In the case of a J/V or C/S, the member which is **the Leader** (upon penalty of disqualification) shall sign the letter of Application.

B. LETTER OF INTENT TO FORM A JOINT VENTURE OR A CONSORTIUM OF GROUPING COMPANIES

Hill International | ROGAN ASSOCIATES | M.E.01: EXPANSION OF THE MARINE WORKS INFRASTRUCTURE OF PIER 6 | ThPA S.A. PORT OF THESSALONIKI

Intention to form a Joint Venture/Consortium

Date: *[insert day, month, year]*
IFP No.: *[insert number]*

Company: ______________________________

To: THPA/Tender Committee

As Interested Parties for the prequalification of Stage 1 Tender Procedure for the award of the Project: "Expansion of the Marine Works Infrastructure of Pier 6" (Tender hereof), we hereby confirm our intent to form the Joint Venture/Consortium with the name: "……………………………………………………………….." in case we are selected as Temporary Contractors as a result of the Stage 2 of the "Tender" with the following breakdown:

S/N	Name of JV/Consortium Member	% Share
1.	Lead Partner (Leader);	
2.		
3.		
4.		

We hereby declare that the person below is authorized to be contacted and to receive information in relation to the "Tender", including formal tender documents, and can be provided invitations to register for, and access a Project virtual data room (if applicable).

Name	
Title	
Email	
Telephone / Fax No.	
Mailing Address	

[Signature] [Company Stamp]

Name: ______________________________ Position: ______________________________

For and on behalf of: ____

[IMPORTANT NOTE 7]:

In the case of a joint venture or grouping of firms, the entirety of the members shall sign the letter of Intention to form a J/V or C/S.

C. FORM OF PORT WORKS CONSTRUCTION EXPERIENCE

Hill International ROGAN ASSOCIATES ThPA S.A.

Date: *[insert day, month, year]*
Candidate's Legal Name: *[insert full name]*
Candidate's Representative Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

Table 1: Ports Works Construction Experience

S/N	Project Details: Employer: Name	Project Details: Employer: Contact Details (address,email,tel.no)	Project Details: Brief description of the Works performed by the Candidate	Project Details: Start Date	Project Details: End Date	Project Details: If Project in Progress % of Completion	Amount of Construction works contract:	Specify % Share Participation in the total Contract	Specify Role of Entiry (A.Sole Contractor/,B.Lead Partner of a JV/Consortium, C. Member of a JV/Consortium	Ports Project Experience Construction Cost Certified (in Euro)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
									Total Construction Cost Amount Certified:	

Provide contracts that demonstrate continuous construction works pursuant to Section2, Technical Eligibility Criteria and Requirements, para. 2.2.2.1. & 2.2.2.2.
List contracts chronologically, according to their commencement (starting) dates.]

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Hill International ROGAN ASSOCIATES ThPA S.A.

Date: *[insert day, month, year]*
Candidate's Legal Name: *[insert full name]*
Candidate's Representative Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

Table 2: Ports Works Specific Construction Experience (quay walls from reinforced concrete caissons)

S/N	Project Details						Total length of quay wall works from reinforced concrete caissons in Contract (in m)	Specify % Share Participation in the total Contract	Specify Role of Entiry (A.Sole Contractor/,B.Lead Partner of a JV/Consortium, C. Member of a JV/Consortium	Length of constructed quay wall works from reinforced concrete caissons (in m)
	Employer		Brief description of the Works performed by the Candidate	Start Date	End Date	If Project in Progress % of Completion				
	Name	Contact Details (address,email,tel.no)								
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
									Total length of constructed quay wall works from reinforced concrete caissons (m):	

Provide contracts that demonstrate continuous construction works pursuant to Section2, Technical Eligibility Criterion and Requirements, para. 2.2.2.3.
List contracts chronologically, according to their commencement (starting) dates.]

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[IMPORTANT NOTE 8]:

In the case of a J/V or C/S, Table 1 of Annex C must be completed for the Interested Party and each member of J/V or C/S (if required) in order for the group of firms to meet the criteria of paras. para.2.2.2.1 & 2.2.2.2. In the case of J/V or C/S, the Leader under penalty of disqualification must sign & provide the table of certified construction experience.
In the case of a of J/V or C/S, Table 2 of Appendix C must be completed for the Interested Party and for each member of J/V OR C/S) (if required), in order for the group of firms to meet the criterion of para. 2.2.2.3.

[IMPORTANT NOTE 9]:

For each separate Contract of Schedules C above & D below, Interested Parties must submit Experience Certificates from the respective Employers certifying the provided details of the Certified Construction Works.

D. FORM OF SPECIFIC CONSTRUCTION EXPERIENCE

Hill International | ROGAN ASSOCIATES
M.E.01: EXPANSION OF THE MARINE WORKS INFRASTRUCTURE OF PIER 6
ThPA S.A. PORT OF THESSALONIKI

Specific Construction Experience

[The following table shall be filled in for the Applicant and for each member of a JV or the consortium (if needed)]

Date: *[insert day, month, year]*

Candidate's Legal Name: *[insert full name]*
Candidate's Representative Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

<table>
<tr><th colspan="3">Contract of Similar Size and Nature</th></tr>
<tr><td>Similar Contract No.
[insert number] of [insert total referenced number]</td><td colspan="2">Information</td></tr>
<tr><td>Contract Identification</td><td colspan="2">[insert contract name and Reference ID number, if applicable]</td></tr>
<tr><td>Award Date</td><td colspan="2">[insert day, month, year, e.g., 15 June, 2015]</td></tr>
<tr><td>Completion Date</td><td colspan="2">[insert day, month, year, e.g., 03 October, 2017]</td></tr>
<tr><td rowspan="2">Role in Contract
[check the appropriate box]</td><td colspan="2">Prime Contractor/JV Member etc</td></tr>
<tr><td>Single entity
☐</td><td>JV member
☐</td></tr>
<tr><td>Total Contract Amount (€)</td><td colspan="2">[insert total contract in Euro]</td></tr>
<tr><td>If member in a JV or grouping, specify participation in % and corresponding member's shared Contract amount</td><td>[insert a percentage amount]</td><td>[insert Member's shared contract amount and currency]</td></tr>
<tr><td>Description of the similarity in accordance with para.2.2.2.3 of Section 2 for construction works over the last ten (10) years:</td><td colspan="2"></td></tr>
<tr><td>1. Physical Size of required works items (length in m)</td><td colspan="2">[insert physical size of items]</td></tr>
<tr><td>Employer's Details:</td><td colspan="2">[insert full name, contact details i.e. address, tel.no, email address]</td></tr>
</table>

E. PARTICIPATION DOCUMENTATION

E.1. Technical Eligibility Documentation

Date: *[insert day, month, year]*
Candidate's Legal Name: *[insert full name]*
Candidate's Representative Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

S/N	EOI para. ref.no.	Description	In case of Joint Venture/Grouping		
			Lead Partner	Other Partners	All
1	2.2.1, 2.3.1.1	Registration Certificate	☑	☐	☐
2	2.2.2.1, 2.3.1.2	Certification of Ports Works Construction Experience *(Refer to Annex C)*	☑	☑	☐
3	2.2.2.2, 2.3.1.2	Certification of Ports Works Construction Experience *(Refer to Annex C)*	☑	☑	☐
4	2.2.2.3, 2.3.1.2	Certification of Specific Construction Experience (quay walls from reinforced concrete caissons) *(Refer to Annexes C & D)*	☑	☑	☐
5	2.2.2.4, 2.3.1.3	ISO Certificates Copies	☑	☑	☐

E.2. Qualitative Eligibility Documentation

Hill International ROGAN ASSOCIATES ThPA S.A.

Date: [insert day, month, year]
Candidate's Legal Name: [insert full name]
Candidate's Representative Legal Name: [insert full name]
IFP No.: [insert number]
Page *[insert page number] of* [insert total number] *pages*

S/N	EOI para. ref.no.	Description	In case of Joint Venture/Grouping		
			Lead Partner	Other Partners	All
1	4.1.1.1.a	Expression of interest letter *(Refer to Annex A)*	☑	☐	☐
2	2.2.1	Letter of Intent to form a Joint Venture/Consortium (Refer to Annex B)	☐	☐	☑
3	2.3.2.1.a	Original or Official copy of current Codified articles of Association	☑	☐	☑
4	2.3.2.1.b	Original or Official copy of Commercial Registry	☐	☐	☑
5	2.3.2.1.c	Official extract form the register of minutes approving the participation in the tender procedure.	☐	☐	☑
6	2.3.2.1.d	Solemn declaration for the acceptance of the representative appointment.	☐	☐	☑
7	2.2.3.1, 2.3.2.2	Solemn declaration that the company is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership, or bankruptcy compromise, that the company's operations have not been suspended or that it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)	☐	☐	☑
8	2.2.3.2, 2.3.2.3	Criminal record Extraxt for the Managing Partners			☑
9	2.2.3.3, 2.3.2.4	Social Security clearence form	☐	☐	☑
10	2.2.3.4, 2.3.2.5	Tax clearence form	☐	☐	☑
12	4.1.1.d	An electronic copy of the entire Stage-1 Dossier	☐	☐	☑

[IMPORTANT NOTE 10]:

Interested parties may replace the supporting documents in yellow with a solemn Declaration form, from the Legal Representatives of the Candidate, declaring their compliance with the corresponding requirements herein.t

E.3. Financial Eligibility Documentation

Hill International ROGAN ASSOCIATES CONSULTING ENGINEERS - ARCHITECTS ThPA S.A.

Date: *[insert day, month, year]*
Candidate's Legal Name: *[insert full name]*
Candidate's Representative Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

S/N	EOI para. ref.no.	Description	In case of Joint Venture/Grouping		
			Lead Partner	Other Partners	All
1	2.2.4, 2.3.3.1	Official Balanced Sheets of the last three (3) audited years	☑	☐	☐
2	2.2.4, 2.3.3.1	Solemn declaration from the legal representative stating that the company complies with criteria of para.2.2.4	☑	☐	☐
3	2.2.4, 2.3.3.1	A letter of credit of twenty million euros (€20.000.000) from a recognized financial institution for the specific project.	☑	☐	☐
4	2.2.4, 2.3.3.1	A letter of credit of fifty million euros (€50.000.000) from recognized financial institutions for the overall credibility of the candidate	☑	☐	☐
5	2.3.3.1	A presentation of the company's financial situation	☑	☐	☐

F. NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT (NDA)

STRICTLY CONFIDENTIAL

Subject: **NDA relating to the prospective provision of contractors' services**

_______________ 2023

1. For the purposes of this Agreement, the term "**Employer**" is used to describe Thessaloniki Port Authority S.A. (THPA), and the term "**Candidate**" is defined as the undersigned company engaged by the Employer in the process of the Procurement of certain Contractor's services (the "**Purpose**") associated with the project of "Expansion of the Marine Works Infrastructure of Pier 6", situated in the Port of Thessaloniki (the "**Project**").

2. In this Agreement, **"Confidential Information"** means but is not limited to designs, documentation, copyright, inventions, concepts, drawings, photos, data, techniques, studies, records, knowledge, systems, ideas, know-how, source codes, object codes, manuals, information relating to the existence or status of opportunities or projects and other tangible or intangible valuable confidential information (in any and all forms) relating to the Project and/or which the Employer or its affiliates own, use, possess or control relating to the trade, commercial and financial affairs of the Employer, its affiliates and any person to whom the Employer owes a duty of confidentiality (hereinafter the **"Relevant Persons"** and each a **"Relevant Person"**) as such information may be copied, modified, amended, updated or improved from time to time, but does not include information which:

   (a) at the date of its disclosure to the Candidate is publically available or which subsequently became available other than by reason of any act or omission by the Candidate; or

   (b) is already known to the Candidate (as may be evidenced by written records) at the date of signing of this Agreement and was not acquired directly or indirectly from the Employer; or

   (c) is at any time after the date of signing of this Agreement acquired by the Candidate from any third party who did not acquire such information directly or indirectly from the Employer and was not otherwise in breach of any obligation of confidentiality.

3. The Employer may (in its sole and absolute discretion) disclose to the Candidate Confidential Information in connection with the Purpose and the Project.

4. In consideration of the Employer making available to the Candidate Confidential Information, the Candidate undertakes to the Employer that it shall:

   (a) maintain the confidentiality of all Confidential Information and not disclose any Confidential Information to any third party or discuss the same with any third party other than as permitted by this Agreement;

   (b) comply with the terms of any confidentiality agreement or similar arrangement between the Employer and Relevant Persons relating to the Project;

   (c) not use, manipulate or exploit any Confidential Information for any purpose other than strictly for the Purpose and the Project, and not use Confidential Information to unfairly compete with or obtain any commercial advantage over the Employer, its affiliates or Relevant Persons or to deliver to, or solicit from, any customer, supplier, independent contractor, agent, employee, officer, director or other representatives of the Employer, its affiliates or Relevant Persons, any offers of employment or service;

(d) limit access to Confidential Information to the Candidates officers, directors, professional advisors and employees, who in each such case necessarily require such access for their provision of services in connection with the Purpose and the Project;

(e) inform each person to whom Confidential Information is disclosed of the restrictions contained herein as to use and disclosure of such Confidential Information and procure that each such person observes such restrictions;

(f) not, without the Employer's prior written consent, disclose to any third party (other than the persons referred to in paragraph 4(d) above) the existence or subject matter of this Agreement, the fact that the Candidate has access to Confidential Information or the fact that the Employer is procuring for the Purpose; and

(g) not without the Employer's prior written consent, in any circumstance, whether directly or indirectly, attempt to circumvent or bypass the Employer in connection with the Project or solicit, contact or interact with any third parties involved in the Project.

5. The restrictions on use and disclosure set out in paragraph 4 above shall not apply to any Confidential Information which is required to be disclosed by any applicable law, regulation or by order of a court of competent jurisdiction (but only in respect of the disclosure of the Confidential Information to the relevant entity and only to the extent required) provided that prior to such disclosure the Candidate shall (to the extent permitted by law) consult the Employer as to the proposed form, nature and purpose of the disclosure. The restrictions on use and disclosure will apply in respect of such Confidential Information in all other circumstances.

6. It is understood that a breach of any covenants contained herein may cause the Employer (and, where appropriate, its affiliates and Relevant Persons) to suffer loss which may not be adequately compensated for by damages and that, the Employer shall be entitled as a matter of right to seek an injunction and such right shall be cumulative and in addition to any other remedies which may be available to the Employer as a result of such breach.

7. The Candidate shall return to the Employer or destroy on the Employer's written demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it save for Confidential Information which has been copied in the usual course of back-ups or archiving of a computer system. The Candidate may retain one copy of Confidential Information if such retention is required by law or rules of a regulatory body or for the proper maintenance of professional records. The confidentiality obligations contained in this Agreement shall continue to apply to such retained Confidential Information for the duration of such retention.

8. The Candidate agrees that all right, title and interest in and to the Confidential Information (including, without limitation, all intellectual property rights) is and at all times shall remain the exclusive property of the Employer (or the Relevant Persons, as the case may be).

9. The Candidate acknowledges and agrees that the Confidential Information does not purport to be accurate or complete and that no representation or warranty (express or implied) is made by the Employer as to the accuracy, reliability or completeness of any of such Confidential Information. Accordingly, the Candidate agrees that neither the Employer, its affiliates or representatives nor Relevant Persons shall have any liability whatsoever to the Candidate or other recipients of Confidential Information resulting from the Candidate's or others' reliance on Confidential Information and they shall owe no duty of care to the Candidate or to others.

10. Nothing in this Agreement shall:

(a) be deemed an engagement of, or authorisation to the Candidate, for any purpose by the Employer, nor authorisation to approach third parties in relation to any matter involving the Employer; or

(b) oblige the Employer to engage the Candidate as an adviser, broker, financier, consultant, contractor or in any other capacity for the Project or otherwise.

11. No variation or amendment to this Agreement shall be effective unless made in writing and signed by or on behalf of the Employer.

12. Unless otherwise expressly provided herein, neither the Employer nor the Candidate intend, and nor shall any provision of this Agreement be interpreted, to create under this Agreement any obligations of either the Employer or the Candidate in favour of, or benefits to, or rights in, any third party who is not a party to this Agreement. Notwithstanding the foregoing, the Employer may enforce the confidentiality provisions of this Agreement on behalf of any of its affiliates and Relevant Persons with respect to any Confidential Information that belongs to such affiliate or third party, without the Employer being required to demonstrate loss or damage so long as such affiliate or third party is able to demonstrate such loss or damage.

13. Delivery of a signed copy by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement. If either method is adopted, without prejudice to the validity of such Agreement, the Candidate shall provide the original of such page as soon as reasonably practicable thereafter.

14. The "Candidates" and the "Employer" are obliged to take every effort for the extrajudicial settlement of any disputes arising from the relations thereof during the term of the contract. Any disagreement or dispute shall be submitted irrevocably to International Arbitration (ICC), which will be carried out in accordance to the Greek Law, in Thessaloniki, in the English language.

Please confirm acceptance of the above terms by signing and stamping this Agreement in the space provided hereinbelow and return that copy to the Employer.

We hereby agree to the terms of the above Agreement.

[Stamp]

....
[Signature]

Name: ______________________________

Position: ______________________________

Authorized For and on behalf of [The Candidate]

Date: ______________________________