

**TENDER NOTICE
RFP ThPA 144/2026**

For the Addition (Construction) of a Control and Access Tower for Open-Frame Container Handling and Stacking Machinery (Straddle Carriers) at the Container Terminal of ThPA S.A.

OPEN PROCEDURE	
ECONOMIC OPERATOR	<p>THESSALONIKI PORT AUTHORITY S.A. (THPA S.A.) Main activity: Port Services Address: Municipality of Thessaloniki, Within the Port, Pier 1, Postal Code 54 625, Tel.: 2310593118, E-mail: secretariat@thpa.gr Website: http://www.thpa.gr</p>
Deadline for Submission of Offers	22/06/2026 until 10:00 a.m.
Deadline for Submission of Requests for Clarifications	10/06/2026
Award Criterion	Most economically advantageous tender based on price and qualitative criteria
Contact Details for Information / Clarifications	<p><u>E-mail:</u>procurements@thpa.gr</p> <p><u>With copy to:</u> Name: Kyriakos Kelidis Email: kkelidis@thpa.gr Tel: 2310 593 333</p> <p>Name: Ilias Samaras Email: isamaras@thpa.gr Tel: 2310 593 206</p>

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ThPA S.A. which has entered into the “Concession Agreement regarding the Use and Exploitation of Certain Areas and Assets within the Port of Thessaloniki” dated 02.02.2018 with the Hellenic Republic, ratified by Law 4522/2018 (Government Gazette 39A/7.3.2018), conducts an open tender procedure for the construction of a Control and Access Tower for Open-Frame Container Handling and Stacking Machinery (Straddle Carriers) at the Container Terminal of ThPA S.A., in accordance with the provisions of the above Concession Agreement, as in force, and the Procurement Regulation posted on its website at <https://www.thpa.gr/el/our-vision/#Policies>, as well as the following terms and conditions:

PART A – GENERAL & SPECIAL TERMS

ARTICLE 1 – Subject Matter of the Tender

1.1. The subject matter of the tender is the construction of a Control and Access Tower for Open-Frame Container Handling and Stacking Machinery (Straddle Carriers) at the Container Terminal of the Port of Thessaloniki, located at Pier 6, within the Port of Thessaloniki, Municipality of Thessaloniki, Regional Unit of Thessaloniki (hereinafter the "Project").

1.2. The technical specifications of the construction of the Control Tower and the related works are described in detail in Part B.

1.3. It is clarified that offers deviating from the approved design and not complying with the technical specifications of Part B shall not be accepted. Offers concerning only part of the subject matter hereof shall likewise not be accepted.

ARTICLE 2 – Conditions for Participation

2.1. Right to Participate

2.1.1. The right to participate in the tender shall be granted to economic operators, and more specifically legal entities or associations of economic operators, engaged in professional activities relevant to the subject matter of this Tender Notice and meeting the following personal status criteria and qualitative criteria (hereinafter the "Participant" or "Candidate").

2.1.2. Personal status criteria

Participants must:

- not be bankrupt, subject to special liquidation proceedings, compulsory administration by a liquidator or by the court, bankruptcy compromise proceedings, suspension of business activities, rehabilitation proceedings without compliance therewith, or any analogous situation resulting from similar proceedings provided under national legislation;
- ensure that the legal representative of the participating legal entity or association of economic operators has not been irrevocably convicted of:
 - (a) participation in a criminal organization, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (GG L 300, 11.11.2008, p. 42), and the offences under Article 187 of the Greek Penal Code (criminal organization);
 - (b) (active bribery, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the Union (GG C 195, 25.6.1997, p. 1) and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (GG L 192, 31.7.2003, p. 54), as well as, as defined under the national law of the economic operator, the offences under Articles 159A (bribery of political officials), 236 (bribery of an employee/public official), 237 paras. 2-4 (bribery of judicial officials), 237A para. 2 (trading in influence – intermediaries), and 396 para. 2 (private sector bribery) of the Greek Penal Code;
 - (c) fraud affecting the financial interests of the Union, within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (GG L 198, 28.07.2017), and the offences under Articles 159A (bribery of political officials), 216 (forgery), 236 (bribery of an employee/public official), 237 paragraphs 2-4 (bribery of judicial officials), 242 (false certification, falsification, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (subsidy fraud), 390 (breach of trust) of the Greek Penal Code and Articles 155 et seq. of the National Customs Code (Law 2960/2001, Government Gazette A' 265), where these are directed against or connected with prejudice to the financial interests of the European Union, as well as the offences under Articles 23 (cross-border VAT fraud) and 24 (ancillary provisions for the criminal-law protection of the financial interests of the European Union) of Law 4689/2020 (A' 103),
 - (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending

Council Decision 2005/671/JHA (GG L 88/31.03.2017), or incitement, aiding and abetting, or attempt to commit an offence, as defined in Article 14 thereof, and the offences under Articles 187A and 187B of the Greek Penal Code, as well as the offences under Articles 32-35 of Law 4689/2020 (A' 103),

- (e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No. 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (GG L 141/05.06.2015), and the offences under Articles 2 and 39 of Law 4557/2018 (A' 139),
 - (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 combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (GG L 101, 15.4.2011, p. 1), and the offences under Article 323A of the Greek Penal Code (human trafficking);
 - (g) embezzlement (Article 375 of the Greek Penal Code);
 - (h) fraud (Articles 386-388 of the Greek Penal Code);
 - (i) extortion (Article 385 of the Greek Penal Code);
 - (j) forgery (Articles 216-217 of the Greek Penal Code);
 - (k) perjury (Article 224 of the Greek Penal Code);
 - (l) bribery (Articles 235-237 of the Greek Penal Code);
 - (m) bankruptcy offences (Article 197 of the Bankruptcy Code – Law 4738/2020, Government Gazette A' 207/27.10.2020);
 - (n) violation of environmental legislation resulting in the imposition of an administrative sanction.
- Do not apply to their face and to the person of their legal representative provided for in term 9.2. Reasons for exclusion of the procurement regulation of ThPA S.A.
 - Be tax and insurance aware.

The exclusion criteria as referred to in Article 2.1.2 shall apply as defined in Greek and EU legislation and/or in the national legislation of the participating foreign body.

2.2. Qualitative Participation Criteria

2.2.1. Technical Capacity

Participants must cumulatively:

- i) have successfully executed during the **last four (4) years** (2022–2023–2024–2025) at least **three (3) projects of similar nature and substantial technical relevance** to the subject matter of this Tender Notice, including indicatively and not restrictively large-scale steel structure works with heavy superstructure foundations and high-specification industrial flooring, active fire protection installations, electrical installations for lifting/industrial machinery and other technical works of comparable complexity;
- ii) possess the necessary equipment, specialized know-how, and sufficient and suitable personnel for the execution of the assigned subject matter;
- iii) not have been excluded from participation in similar projects and not have committed serious professional misconduct in the course of their professional activities;
- iv) hold valid quality assurance, environmental management, and occupational health and safety certifications EN ISO 9001:2015, 2015, EN ISO 14001: 2015, EN ISO 45001: 2018 respectively, or equivalent certifications, as well as company certification under the EN ISO 15614 standard, relating to the design code requiring welding procedures.

2.2.2. Financial Capacity

With regard to the financial and economic capacity required for the present procedure, the right to participate shall be granted to economic operators that have achieved an average annual turnover during the last three-year period (2022–2023–2024) **equal to or exceeding two million euros (€2,000,000.00)**.

2.3 Submission of an Offer by an Association of Economic Operators

2.3.1. In the event that an offer is submitted by an association of economic operators, the Personal Status Criteria set out under Article 2.1.2 above **must be fulfilled by each member** of the association.

2.3.2. In the event that an offer is submitted by an association of economic operators, the Qualitative Criteria set out under Article 2.2.1 (i) and (ii) above **must be fulfilled by at least one member** of the association.

2.3.3. In the event that an offer is submitted by an association of economic operators, the Qualitative Criteria set out under Article 2.2.1 (iii) and (iv) above **must be fulfilled by each member** of the association.

2.3.4. In the event that an offer is submitted by an association of economic operators, the requirement under Article 2.2.2 above **may be fulfilled cumulatively by the members** of the association.

2.3.5. In cases where an offer is submitted by an association of economic operators, all members shall be jointly and severally liable towards ThPA S.A.

2.3.6. Associations of economic operators, including temporary consortia, shall not be required to adopt a specific legal form for the submission of an offer. The selected association of economic operators may be required to adopt a specific legal form to the extent that such legal form is necessary for the proper performance of the contract.

2.4. Presumption Arising from Participation in the Tender

Participation in the tender shall constitute conclusive evidence that each participant has obtained full knowledge of the tender and all related information and fully understands the conditions for execution of the subject matter hereof. In particular, participants are obliged to be fully informed of all terms of the Project, including all matters specified in this Article. Any omission by a participant to become informed of all the above matters and tender conditions shall exclusively burden that participant and shall under no circumstances release it from its responsibility and obligation to fully comply with its contractual obligations, should it ultimately be selected as Contractor. In particular:

A. Participation of candidates in the tender procedure shall constitute their unconditional acceptance of the terms and conditions of this Tender Notice. All offers, responses, proposals and submissions relating to this Tender Notice shall be submitted under the sole responsibility of the candidates.

B. The candidates have inspected, are aware of and accept all technical and local conditions of the Project, and in particular the area where the Project will be executed.

C. The candidates have reviewed, are aware of and accept the approved design drawings of the Project, as well as any other contractual information included in the tender file, which forms the basis of their offer.

D. The candidates unreservedly accept that, if selected as Contractors, they shall undertake, without reservation, the execution of all works and, generally, the execution of the Project in full compliance with all terms, drawings, studies, etc. of the Project.

E. Any failure by a candidate to become informed of the above matters and requirements shall be its sole responsibility and shall under no circumstances release it from its responsibility and obligation to fully comply with its contractual obligations, should it be selected as Contractor of the Project.

F. Each candidate to whom this Tender Notice is made available shall be obliged to carry out its own independent assessment of the Tender Notice or the Project Design File, after conducting any investigation and obtaining any professional advice it deems necessary.

G. By submitting a financial offer, the candidates acknowledge and accept that they have satisfied themselves as to the adequacy of their offer and the lump-sum prices quoted therein, which shall cover all their obligations under the Contract Documents and Drawings for all works and expenses required for the execution and completion of the works and supplies. This includes all ancillary works or activities that are absolutely necessary or may contingently become necessary for the completion of the Project and its full operation, whether described or otherwise required due to practical difficulties, unforeseen difficulties or other technical reasons, including indicatively the relocation of utility networks, etc.

The lump-sum price shall fully include any work relating to the detection, protection, temporary support, diversion, dismantling, local or permanent relocation, reconnection, testing and reinstatement of existing networks, installations or infrastructure, whether visible or concealed, insofar as required for the unobstructed execution and completion of the Project.

Such works shall not give rise to any right of the Contractor to additional remuneration, compensation, price revision or extension of deadline, unless ThPA S.A. requests new work which demonstrably falls outside the contractual scope.

H. The Agreement shall be concluded for a lump-sum consideration to be derived from the unit prices offered by the Contractor in the Table of **Annex 4** for the works, which shall not be subject to any revision. The Contractor shall be solely responsible for determining the quantities of materials required for the works and for pricing its offer in accordance with the Technical Specifications, Drawings, Tables and all other documents of Annex 4, which are included in and form an integral part of the Agreement. The lump-sum offered price set out in Annex 2 shall result from the aggregate of the individual quantities and unit prices contained in Annex 4. Any errors in the quantities stated in the Bills of Quantities (if any) of Annex 4 shall be borne exclusively by the Contractor, who, upon submission of the binding unit prices of the Annex, may revise such quantities.

ARTICLE 3 – Language & Provision of Clarifications Regarding the Tender Notice

3.1 The official languages of the procedure shall be Greek and English. All elements of the offers shall be drafted either in the Greek or the English language and, if drafted in a third language, shall be accompanied by an official translation into one of the above languages.

3.2 Requests for clarifications shall be submitted electronically to the email address procurements@thpa.gr, with copy to the email addresses isamaras@thpa.gr and kkelidis@thpa.gr, no later than five (5) days prior to the expiry of the deadline for submission of offers. Requests for clarifications submitted in any other manner shall not be considered. The replies/clarifications shall be posted electronically on the website of ThPA S.A. at www.thpa.gr.

3.3 The replies/clarifications shall be deemed to constitute terms of the tender. Participants may not rely on oral replies or clarifications.

ARTICLE 4 - Method & Deadline for Submission of Offers

4.1. Offers shall be submitted exclusively electronically by the participants no later than **Monday 22/06/2026, at 10:00a.m. Greek local time (UTC+2)**, free from any term, condition, qualification or reservation to the email address procurements@thpa.gr, with copy to the email addresses kkelidis@thpa.gr and isamaras@thpa.gr, by sending a password-protected file folder.

4.2. The password shall be sent to the above email address after expiry of the deadline for submission of offers, following relevant notification by the participants.

4.3. Following expiry of the final date and time, submission of offers shall not be permitted. Offers submitted after the deadline shall not be taken into consideration.

Note: If the size of the electronic file folder exceeds the maximum size permitted for email transmission, the electronic file folder may be sent through a large-file transfer platform (e.g. MS SharePoint, OneDrive, WeTransfer, Google Drive, etc.).

ARTICLE 5 - Extension, Amendment, Supplementation, Postponement, Repetition or Cancellation of the Tender

5.1. ThPA S.A., without liability, penalty or compensation of any kind, reserves the right to extend the deadline for submission of offers, to amend or supplement the tender documents, or to cancel the tender in accordance with the provisions of the Procurement Regulation of ThPA S.A. It also reserves the right to cancel, postpone or decide upon the repetition of the tender at any stage, without liability or cost.

5.2. Participants take part in the tender at their own responsibility and shall not be entitled to any compensation for expenses relating to their participation in the tender or the preparation and submission of their offer.

5.3. Each participant shall be solely responsible for becoming informed of all terms of the tender.

ARTICLE 6 - Period of Validity of Offers

6.1. The submitted offers must remain valid and binding upon the participants for a period of at least one **hundred and twenty (120) days** from the deadline for submission specified in the Tender Notice. Offers valid for a shorter period shall be rejected **as inadmissible**.

6.2. The validity period of the offer may be extended, provided that this is requested by ThPA S.A. prior to its expiry, for a maximum period equal to the initial validity period of the offer provided for in this Tender Notice.

ARTICLE 7 - Contents of the Offer File

- 7.1.** Each participant may submit only one offer file.
- 7.2.** The offer file must include three separate sub-files as follows:
- A. Participation Supporting Documents
 - B. Financial Offer
 - C. Technical and Financial Capacity Supporting Documents and Technical Offer
- 7.3.** Furthermore, alternative offers, offers subject to terms, conditions or reservations, offers relating only to part of the subject matter of the tender, counter-offers, amendments to offers, or any proposals capable of being characterized as counter-offers shall not be taken into consideration and shall be rejected.
- The requirements of Article 2 of this Tender Notice, the participation supporting documents of Article 8, the financial offer of Article 9, and the technical offer of Article 10 constitute conditions for admissible participation. Following award and prior to execution of the Agreement, ThPA S.A. may, by notifying the award decision to the Contractor, request the Contractor to submit additional supporting documents for the execution of the Agreement in order to evidence fulfilment of the above requirements.

ARTICLE 8 - Participation Supporting Documents

- 8.1.** For the purpose of demonstrating fulfilment of the requirements establishing the right to participate pursuant to paragraph 2.1 of Article 2 hereof, participants shall submit in their offer file, in a separate sub-file, the following participation supporting documents:
- I. Certificate of registration with the competent chamber and/or any other required body (for domestic economic operators), or equivalent certificate/approval/license issued by the competent authority of their country of establishment (for foreign economic operators), evidencing fulfilment of the requirements under subparagraph 2.1.1 of paragraph 2.1 of Article 2 of this Tender Notice.
 - II. Solemn declaration of the legal representative of the participating legal entity or association of economic operators stating that neither the representative nor the economic operator represented by him/her is subject to the exclusion grounds specified in subparagraph 2.1.2 of paragraph 2.1 of Article 2 of this Tender Notice, and that there are no grounds to believe that such impediments will arise during the validity period of the offer and any extensions thereof,
 - III. Solemn declaration by which the participant declares that it has taken knowledge of the special requirements and particularities of the subject matter of the tender and fully and unreservedly accepts the terms of the Tender Notice,
 - IV. Solemn declaration by which the participant declares that it has taken knowledge of and accepts the Concession Agreement between the Hellenic Republic and ThPA S.A. (Law 4522/2018, Government Gazette 39 α'/07.03.2018, as in force).
 - V. The information notice regarding the processing of personal data attached as Annex 1, signed by the legal representative of the participating legal entity or association of economic operators.
 - VI. The applicable legalization and corporate representation documents (such as a General Certificate of Amendments from GEMI, Certificate of Current Representation from GEMI, latest amended articles of association, resolutions regarding appointment and constitution of management bodies, authorization in the event representation authority is granted to a third person, etc.) published with GEMI, depending on the legal form of the participant. From the above documents there must result the lawful incorporation of the company, the person(s) legally binding the company on the date of the tender procedure (legal representative, signing authority, etc.), any third parties granted representation authority, as well as the duration of their term of office.
 - VII. A brief presentation of the company including, at a minimum, financial data for the latest fiscal year, number of employees, and a client portfolio relevant to the subject matter of the Tender Notice.
 - VIII. A Participation Guarantee Letter for the tender, as referred to in Article 15, valid for at least one hundred and twenty (120) calendar days calculated from the deadline for submission of offers, in the amount of forty-five thousand euros (€45,000.00), payable on first demand, issued by a reputable and recognized credit institution or fund lawfully operating in Greece.
 - IX. Tax clearance and social security clearance certificates.

NOTES:

A.1. The Solemn Declarations provided for in this Tender Notice must either be in the form prescribed by Article 8 paragraph 2 of Law 1599/1986, bearing certification of the authenticity of the signature by a competent authority, or be digitally issued through the website <https://www.gov.gr/>, or bear an approved digital signature. In the event that certification of the authenticity of the signature is not feasible by any of the above methods (e.g. participation of a foreign economic operator), an equivalent declaration bearing certification of the authenticity of the signature by a competent authority must be submitted.

A.2. The participant may submit a single Solemn Declaration containing the statements referred to in cases II, III and IV of paragraph 8.1 of Article 8 hereof.

B. In the event of participation by a foreign economic operator, documents equivalent to the above supporting documents must be submitted by the competent bodies and authorities of the country of establishment of the participating foreign economic operator.

C. It is noted that, if a GEMI certificate stating the business activity of the participant is submitted, submission of the certificate of registration with the competent chamber shall not be required.

D. In the event that, during the tender procedure, any requirement or supporting document under Articles 2 and 8 hereof changes, the participant shall be obliged to immediately notify ThPA S.A. of such change.

8.2. Associations of economic operators submitting a joint offer shall submit the supporting documents referred to in paragraph 8.1 for each economic operator participating in the association.

8.3. In addition, associations of economic operators shall submit a Solemn Declaration by all the members, stating at least the following:

- the extent and nature of the participation of each member in the performance of the contract;
- the member responsible for the coordination and administration of all members;
- the common representative/process agent appointed for the representation of the association and its members before ThPA S.A. within the framework of the present tender;
- a declaration that each member of the association shall be jointly and severally liable together with the other members towards ThPA S.A. for any claim arising from participation in and/or performance of the contract.

ARTICLE 9 - Financial Offer

9.1. The financial offer must be prepared in accordance with the templates attached hereto (Annexes 2 and 4), bear the signature of the duly authorized representative of the participating legal entity or association of economic operators, and must mandatorily state:

- A. the lump-sum amount of the financial offer;
- B. the validity period of the offer, in accordance with Article 6 of this Tender Notice;
- C. the execution and delivery period of the Project, in accordance with Term 3 of Annex 3 of this Tender Notice;
- D. the guaranteed good operation/warranty period, in accordance with Term 6 of Annex 3 of this Tender Notice;
- E. the preferred payment method (indicatively, lump-sum/instalment payments, advance payment/final settlement, etc.).

9.2. The offered prices shall be expressed in euros (€), limited to two decimal places, shall exclude Value Added Tax (VAT), and shall bind the participant throughout the validity period of its offer and the Agreement.

9.3. The offered prices and individual unit prices must fully comply with the terms hereof, shall be **fixed and final**, and shall not be subject to adjustment for any reason whatsoever until completion of the subject matter hereof. For this reason, participation of any interested party in the tender shall imply its express, unconditional and irrevocable waiver of any right in its favour for adjustment of the offered prices arising from any other relevant provision. The Contractor shall not have the right to increase the total contract price or the individual prices included in its offer, nor to request any additional consideration from ThPA S.A.

9.4. The financial offer must be fully completed and contain no corrections (erasures, deletions, etc.), failing which it shall be rejected.

9.5. The offered remuneration shall include all expenses for execution of the subject matter, travel or transportation/shipping expenses for materials and equipment, deductions, taxes, remuneration and

contributions relating to the Contractor's personnel (including employer contributions, social security fund deductions, etc., given that the Contractor shall be the employer of its personnel), etc. The offered remuneration shall also include all ancillary works deemed necessary for the proper and complete execution of the works.

9.6. The financial offer of the participants shall be prepared and submitted under the free-completion bill of quantities pricing system. The contractual unit prices of the bill of quantities refer to fully completed works in accordance with the terms of the Agreement, include the lawful percentage for general expenses and contractor's profit, all necessary works for the full and proper execution of the subject matter, cover all direct and indirect expenses of the Contractor and any revision thereof, deductions, taxes, contributions (including employer contributions, social security fund deductions, etc.), and constitute full remuneration for execution of all works. The total financial offer shall constitute the Contractor's final remuneration for the entire subject matter.

9.7. The participant must take into account the obligation for insurance coverage of the Project in accordance with Article 14 hereof.

9.8. Each participant may submit only one financial offer.

ARTICLE 10 – Supporting Documents for Technical & Financial Capacity and Technical Offer

10.1. For the purpose of demonstrating fulfilment of the technical and financial capacity criteria of paragraph 2.2 of Article 2 hereof, economic operators shall submit the following as part of their offer:

1. A Solemn Declaration of the legal representative of the participating legal entity or association of economic operators, in accordance with Note A.1 of paragraph 8.1 of Article 8 hereof, referring to at least three (3) projects of **similar nature and substantial technical relevance** to the subject matter of this Tender Notice **during the last four (4) years** (2022–2023–2024–2025), in accordance with item (i) of subparagraph 2.2.1 of paragraph 2.2 of Article 2 hereof. For the purpose of proving fulfilment of this criterion, economic operators must submit, on pain of exclusion, the relevant Certificates of Proper Execution of the projects indicating the subject matter of the projects.
2. A Solemn Declaration of the legal representative of the participating legal entity or association of economic operators, in accordance with Note A.1 of paragraph 8.1 of Article 8 hereof, stating that the participant possesses the necessary equipment, specialized know-how and sufficient and suitable personnel for execution of the assigned Project, that it has not been excluded from participation in similar projects, and that it has not committed serious professional misconduct in the course of its professional activity, in accordance with items (ii) and (iii) of subparagraph 2.2.1 of paragraph 2.2 of Article 2 hereof.
3. Valid certificates for quality assurance, environmental management, and occupational health & safety management systems, namely EN ISO 9001: 2015, EN ISO 14001: 2015, EN ISO 45001: 2015 and EN ISO 45001:2018, as well as certification of welding procedure systems under EN ISO 15614, or equivalent certifications, in accordance with item (iv) of subparagraph 2.2.1 of paragraph 2.2 of Article 2 hereof.
4. A Solemn Declaration of the legal representative of the participating legal entity or association of economic operators, in accordance with Note A.1 of paragraph 8.1 of Article 8 hereof, stating that the participant has taken knowledge of the terms, technical specifications and annexes hereof and accepts them fully and unreservedly.
5. For the purpose of proving fulfilment of the financial capacity criterion under subparagraph 2.2.2 of paragraph 2.2 of Article 2 hereof, economic operators must submit the balance sheets for the last three (3) years (2022–2023–2024). If, for a valid reason, the economic operator is unable to submit the above balance sheets, it may prove its financial and economic capacity by any other appropriate document.

10.2. In addition, participants must submit the following as part of their offer:

1. A list of machinery, together with the relevant legalization/supporting documents, to be used for implementation of the Project, as well as an undertaking regarding their immediate availability for inspection by ThPA S.A. In the event of leased machinery or involvement of subcontractor facilities, the supporting documents of the machinery must be accompanied by a Solemn Declaration undertaking the availability of the machinery and subcontractors within two (2) months from the date of the tender procedure.
2. The proposed Project execution schedule, in accordance with the published specifications and the desired

completion period for the entire Project.

10.3 Technical Offer

Basic Requirements for Technical Evaluation Supporting Documents

For the technical evaluation, which shall be carried out through a points-based scoring system for the criteria listed below, the following must be submitted:

10.3.1. TEC.I: Schedule

The proposed binding implementation schedule, hereinafter referred to as the “**Offer Schedule**”, shall be submitted together with an **explanatory report** substantiating and analysing the construction sequence, indicative production rates for major construction elements, shifts, crews (where possible).

For preparation of the Offer Schedule, participants shall have taken into account, **indicatively and not restrictively**, the following:

- (i) Annex 6, providing for the preferred total execution period of the Project within ten (10) months;
- (ii) Any specialized equipment to be used for specific types of Works;
- (iii) The required procurement periods for:
 - (a) the principal imported materials and generally all long-delivery materials;
 - (b) prefabricated sections manufactured outside the worksite area;
- (iv) The time required for installation and organization of the Contractor’s worksite areas.

The Offer Schedule shall include, **indicatively and not restrictively**, the following:

- (i) Structured Work Breakdown Structure (WBS) to facilitate the works, taking into account the systems structure (Work Packages or Assemblies coding system);
- (ii) Linear schedule (GANTT chart);
- (iii) Contractor mobilization and demobilization;
- (iv) Required coordination with the “Employer”;
- (v) Required durations for technical submissions, including the relevant review and approval cycles;
- (vi) Procurement periods for all long-delivery materials;
- (vii) Testing, commissioning and delivery procedures;
- (viii) The Intermediate Milestones of Annex 6 and all deadlines relating to the Contractor’s obligations under the relevant provisions of the Draft Agreement;
- (ix) All activities linked to both cost and human resources, as well as major equipment (cost and resource loaded);
- (x) All activities showing predecessor(s) and successor(s), except for Commencement and Completion milestones;
- (xi) The critical path and its duration, together with the corresponding assessment and justification in the explanatory report accompanying the schedule;
- (xii) Clarification regarding the applicable working hours/calendar (number of working days).

The Offer Schedule shall be submitted electronically in Primavera P6 or MS Project format, as well as in PDF format.

10.3.2. TEC.II: Project methodology (Applied Methods)

The Project Implementation Methodology includes the general engineering approach applied in engineering science and practice and covers all activities relating to construction, installation, quality control, occupational health & safety, scheduling and schedule control, site security, access control, site logistics, storage and distribution of materials, as well as the methodology for construction and execution of the works, in full compliance with the Detailed Design of the Project.

In particular, the Project Implementation Methodology shall include the following individual methodologies:

- (i) Methodology for construction of bored piles.

- (ii) Methodology for construction of pile caps and reinforced concrete foundations.
- (iii) Methodology for fabrication and assembly of the steel superstructure.
- (iv) Methodology for anti-corrosion protection of the steel structure and application of fire-resistant coating systems.
- (v) Methodology for construction of industrial flooring.
- (vi) Methodology for installation of the fire protection system.
- (vii) Methodology for installation of the elevator and other electromechanical equipment.

Within the framework of the present tender, a survey drawing of the existing utility networks, prepared following detection works carried out in the wider project area, is made available. Tenderers shall take into account the specific conditions of the project when developing the Construction methodology and the Tender Program.

Tenderers shall include in the Construction Methodology a dedicated section addressing the identification, verification, protection, temporary support, diversion and/or relocation of existing utility networks and installations as well as the coordination of the relevant works with ThPA S.A. and any third-party authorities of utility providers. Submission of a tender shall constitute acknowledgment that the tenderers have taken into consideration the available survey data of the existing utility networks, as well as the risk of discrepancies or unidentified networks.

Tenderers shall also take into account the data, assumptions and requirements of the available geotechnical study of the project, including any temporary dewatering and pumping measures required during excavation and foundation works.

The proposed Construction Methodology shall also include a brief description of the applicable quality, health and safety management system, the quality control, inspection and testing procedures as well as the procedure for maintaining and managing the traceability file of the steel structure.

The Project Implementation Methodology shall describe in detail the sequence of works and the implementation strategy to be applied in order to complete the Project within the Schedule. The required Implementation Methodologies shall be evaluated by ThPA S.A. within the framework of the technical evaluation, in order to assess both the technical capability and the level of specialization of the participant.

10.3.3.TEC.III: Project Team

The organizational chart of the participant shall cover all implementation departments, including **indicatively but not restrictively**:

- (i) the project management team,
- (ii) the technical office responsible for preparation of the necessary shop drawings and final construction drawings,
- (iii) the construction management and supervision team,
- (iv) the Procurement Management,
- (v) the Planning and Project Controls Department,
- (vi) the management,
- (vii) the quality, safety and environment department

Together with the Organizational Chart, the participant shall submit the curriculum vitae (CVs) of the following key personnel. At a minimum, CVs shall be submitted for the following positions (as applicable):

- (i) Project Director (key personnel) – Required Experience: >15 years
- (ii) Technical Office Director – Required Experience: >10 years
- (iii) Project Planning and Controls Director – Required Experience: >10 years
- (iv) Procurement Director – Required Experience: >10 years
- (v) MEP Works Manager – Required Experience: >10 years
- (vi) Civil Works Manager – Required Experience: >10 years
- (vii) Quality Control Manager – Required Experience: >10 years

Changes to the key personnel, as included in the Organizational Chart submitted with the Offer, after appointment of the Contractor shall not be permitted unless approved in writing by ThPA S.A. (such approval may not be unreasonably withheld by ThPA S.A.)

ARTICLE 11 – Completion of the Tender Procedure – Award Criteria

11.1 Technical Scoring (St) = Maximum Total Points: 100

The evaluation shall be carried out through a points-based scoring system for the criteria listed below, with results assigned for each criterion as shown below and in accordance with the requirements of Article 10.3.

I.	Timetable	50
	Submission in accordance with the template schedule of Annex 6;	
	Achievement of Milestones in accordance with Annex 6;	
	Time savings (if any)	
II.	Methodology (Applied Methods)	30
	1. Methodology for construction of bored piles;	
	2. Methodology for construction of pile caps and reinforced concrete foundations;	
	3. Methodology for construction, assembly of the steel superstructure and lifting operations;	
	4. Methodology for anti-corrosion protection of the steel structure and application of fire-resistant coating systems and local repair of the fire-resistant coating;	
	5. Methodology for construction of industrial flooring;	
	6. Methodology for installation of the fire protection system;	
	7. Methodology for installation of the elevator and other electromechanical equipment	
III.	Project Team	20
	1. Overall organizational structure of the Team	
	2. Experience of Key Personnel	
	(i) The Key Personnel shall include:	
	(ii) Project Director (key personnel) – Required Experience: >15 years	
	(iii) Technical Office Director – Required Experience: >10 years	
	(iv) Project Planning and Controls Director – Required Experience >10 years	
	(v) Procurement Director – Required Experience >10 years	
(vi) MEP Works Manager – Required Experience >10 years		
(vii) Civil Works Manager – Required Experience >10 years		
(viii) Quality Control Manager – Required Experience >10 years		

11.1.1.TEC.I Scoring Classification (Total Points: 50)

	Degree of Satisfaction of Criteria	
	No response	0
	The response is unsatisfactory	1-12
	The response is satisfactory to the minimum extent	13-25
	The response is reasonable, clear and comprehensive and meets the timeframe desired by ThPA S.A. in accordance with Article 10.3.1.	26-42
	The response is supported by explanatory references and supporting technical documents beyond the basic requirements	43-50

11.1.2.TEC.II Scoring Classification (Total Points: 30)

Degree of Satisfaction of Criteria	
No response	0
The response is unsatisfactory	1-6
The response is satisfactory to the minimum extent	7-14
The response is reasonable, clear and comprehensive	15-22
The response is supported by explanatory references and supporting technical documents beyond the basic requirements	23-30

11.1.3.TEC.III Scoring Classification (Total Points: 20)

Degree of Satisfaction of Criteria	
No response	0
The response is unsatisfactory	1-5
The response is satisfactory to the minimum extent	6-10
The response is reasonable, clear and comprehensive	11-15
The response is supported by explanatory references and supporting technical documents beyond the basic requirements	16-20

11.2.Financial Evaluation

The following formula shall be applied for the calculation of the Financial Score (Sf):

$$Sf = 100 \times FM / F$$

where:

- Sf = Financial Score,
- FM = Lowest Financial Offer
- F = Offered price of the offer under evaluation

11.3. Weighting Overall Evaluation Criteria

The proposals shall be scored based on the combination of their technical (St) and financial (Sf) scores using the following weightings:

Where:

- o T = weighting of 70% for the Technical Proposal
- o P = weighting of 30% for the Financial Offer
- o T + P = 1

The combined technical and financial score, S, shall be calculated as follows:

$$S = St \times T\% + Sf \times P\%$$

ARTICLE 12 – Evaluation of Offers

12.1 The evaluation of offers shall be conducted without the presence of the participants, based on the requirements set out in this Tender Notice, applying the evaluation criteria described above in Article 11 hereof.

12.2 The criterion for evaluation of the offers, selection of the Contractor and award of the Agreement shall be the most economically advantageous offer, assessed on the basis of price and the criteria referred to in

Article 11, provided that the participant is not excluded from participation and fully satisfies the criteria of this Tender Notice.

12.3 ThPA S.A. may address requests to the participants for the provision of clarifications, which the participants shall be obliged to provide within the deadlines specified in each case. ThPA S.A. reserves the right to request the submission of revised offers.

ARTICLE 13 – Agreement & Amendments

13.1 Following notification of the outcome of the tender, an Agreement shall be executed between ThPA S.A. and the Contractor.

13.2 The Agreement may be amended during its term, without requiring a new contract award procedure, only following written mutual agreement of the contracting parties, in accordance with the provisions of the Procurement Regulation of ThPA S.A.

ARTICLE 14 – Project Insurance Coverage

14.1 Upon execution of the Agreement, the Contractor shall provide an Insurance Policy covering the Project for the execution period of the Project. The insurance period shall cover the execution period of the Project, including commissioning tests, and shall include an extended maintenance period of twenty-four (24) months. The insurance coverage and insurance limits shall be at least as follows:

- General Civil Liability and Employer's Liability

- Maximum liability limits: Per person: €300,000, Group accident: €600,000, Third-party property damage: €600,000
Aggregate limit for the insurance period: €1,250,000
- The cross-liability clause shall apply.
- Coverage shall include Principal's Liability, Liability arising from Fire, Explosion, Short Circuit, Loading and Unloading Liability, Liability arising from Use of Construction Machinery, and Liability arising from Accidental Pollution.

- Contractors' All Risks (CAR)

- All Risks coverage for the full value of the contractual works (excluding VAT)
- Existing property coverage: 20% of the contractual works value
- Debris removal: 5% of the contractual works value
- Mechanical and site equipment (at the Contractor's option)
- Property stored outside the worksite (subject to sub-limit)
- Inland transportation (subject to sub-limit)
- Damage arising from defective parts, faulty workmanship, etc. (LEG2)
- Terrorist and malicious acts, riots, strikes and civil commotion

Furthermore, ThPA S.A. must be named as co-insured in its capacity as concessionaire of the premises, and ThPA S.A./employees, ThPA S.A./Hellenic Republic and ThPA S.A. shall be deemed third parties.

14.2 The Contractor shall be obliged to insure its equipment and self-propelled/construction machinery with the civil liability insurance required by law, including extension for Tool Liability.

14.3 The Contractor of the Project shall insure the Project with one or more more reputable and experienced insurance companies lawfully operating within the European Union, and the insurance policy must be submitted upon execution of the Agreement and at least three (3) working days prior to commencement of the works.

14.4 The Contractor of the Project shall notify the insurance company of any change in the risk or in the nature or value of the works and shall follow and comply with the terms and conditions set out in the insurance policies.

ARTICLE 15 – Bid Security

15.1 The Bid Security shall take the form of a Bid Guarantee Letter, which shall be issued by a reputable and recognized Monetary Financial Institution (MFI) lawfully operating in Greece and shall include at least the following elements:

- the date of issuance;
- the number of the Guarantee Letter;

- the issuer of the Guarantee Letter;
- the beneficiary of the Guarantee Letter (ThPA S.A.);
- the amount covered by the Guarantee Letter, in words and figures, in accordance with Article 8.1 VIII hereof;
- the full corporate name, TIN and address of the participant in favour of whom the Guarantee Letter is issued (in the case of a single Guarantee Letter issued for an association of economic operators, all the above details shall be stated for each member thereof);
- the details and submission deadline of this Tender Notice;
- the expiry date or validity period of the Guarantee Letter (duration \geq one hundred and twenty (120) calendar days calculated from the deadline for submission of offers);
- and the following terms:
 - the Bid Security shall be provided irrevocably and unconditionally, and the issuer waives the rights of division and discussion;
 - the issuer of the Guarantee Letter undertakes to pay the amount thereof, in whole or in part, within three (3) days following simple written notice by the beneficiary.

15.2 With regard to foreign economic operators, the Bid Guarantee Letter must be issued on first demand by a reliable internationally recognized bank through an intermediary bank lawfully operating in Greece. Foreign economic operators shall submit the Guarantee Letter exclusively in the form of a SWIFT message, which must include at least the following necessary elements: 1) To or Beneficiary), 2) In favor of or Applicant, 3) Bank or Guarantor 4) Amount, Duration, Type of Guarantee Letter (Bid Guarantee Letter) and wording in accordance with Article 1.1 hereof.

15.3 All costs, charges and banking expenses, including those relating to issuance, extension and cancellation of the Bid Guarantee Letter, shall be borne by the participant.

15.4 In the case of associations of economic operators, either a single Bid Guarantee Letter may be submitted by the association in favour of all members, individually and jointly and severally liable with the other members by virtue of their participation in the association, or separate Guarantee Letters may be submitted by each participating economic operator.

15.5 In the event of extension of the validity of the offer, the participant shall, on pain of exclusion, renew the validity of the Bid Guarantee Letter or submit a new Bid Guarantee Letter under the same terms no later than within five (5) working days from written notification by ThPA S.A.

15.6 The Bid Guarantee Letter shall be forfeited in favour of ThPA S.A. if:

- the participant withdraws its offer after submission;
- the participant fails to extend the validity of its offer when requested by ThPA S.A., or extends the validity of its offer but fails to renew the validity of the Bid Guarantee Letter;
- ThPA S.A. determines that the participant submitted false data or information regarding the participation supporting documents;
- the selected Contractor fails to submit the additional supporting documents in accordance with Article 7.3 or expressly or tacitly refuses to appear for execution of the relevant Agreement within the deadline set for that purpose.

15.7 The Bid Guarantee Letter shall be returned:

- (i) to the Contractor, no later than within five (5) working days from submission of the Performance Guarantee Letter;
- (ii) to the remaining participants, no later than within five (5) working days following execution of the Agreement;
- (iii) at the earlier stages of the award procedure, to participants whose offers are rejected;
- (iv) in the event of cancellation of the tender, to each participant no later than within five (5) working days from cancellation of the tender.

15.8 The Bid Guarantee Letter shall be submitted electronically by the participants together with the remaining supporting documents, while the original copy thereof shall be sent or delivered to the Procurement Department, to the attention of Mr. Ilias Samaras, within three (3) working days from the deadline for submission of offers.

15.9 Offers not accompanied by the proper bid security shall be rejected as inadmissible.

PART B – TECHNICAL SPECIFICATIONS

Please refer to the attached documents listed in Annex 5, “List of Detailed Design Documents and Drawings”.

The Procurement Division of ThPA S.A.

Annexes

1. Information Notice regarding the Processing of Personal Data
2. Financial Offer Template
3. Main Terms of the Agreement
4. Table of Indicative Quantities and Binding Unit Prices for Works
5. List of Detailed Design Documents and Drawings
 - 5.1 List of Documents
 - 5.2 List of Drawings
6. Indicative Project Schedule

ANNEX 1 – INFORMATION NOTICE REGARDING THE PROCESSING OF PERSONAL DATA

INFORMATION ON THE PROCESSING OF PERSONAL DATA pursuant to Article 13 of GDPR 679/2016 (accompanying the forms for **Applications for Participation in Tenders – Invitations – Tender Notices – Offers, etc. of the Procurement Division of "ThPA S.A."**)

The société anonyme under the corporate name "*Thessaloniki Port Authority Société Anonyme*" and the distinctive title "ThPA S.A.", having its registered seat in the Municipality of Thessaloniki (*Pier 1, within the Port, PC 54625, Tel.: +30 2310 593118*), as lawfully represented (hereinafter "ThPA S.A."), hereby **informs**, in accordance with the provisions of the applicable legislation on personal data protection, and in particular Regulation (EU) 679/2016 (GDPR), **in its capacity as "Data Controller"**, the natural person (*hereinafter referred to as the "Data Subject"*), who signs the Application for Participation, the Offer or another similar form of the Procurement Division of "ThPA S.A." and submits the required supporting documents, **either** on his/her own behalf and for his/her sole proprietorship, **or** as legal representative of the legal entity participating in the procedure, **or** under another similar authorization capacity, that "ThPA S.A." itself and its competent Divisions and Departments (*as well as its employees acting under its supervision, upon its instructions and on its behalf and within the framework of their duties, and possibly other jointly acting "Processors", third parties or recipients: other participants in the procedure, ministries, public authorities, tax authorities, judicial authorities, etc., based on compliance with a legal obligation of the "Data Controller" or for performance of its duties or execution of a contract*), **collect, process and retain** the personal data referred to in the Application for Participation, the Offer or other similar forms of the Procurement Division of "ThPA S.A." and the accompanying documents, which are voluntarily submitted to "ThPA S.A." by the "Data Subject", either on its own behalf (*sole proprietorship*) or on behalf of the legal entity represented by it.

Such data shall be used for the purposes of processing the Application for Participation, the Offer or any other similar form of the Procurement Division of "ThPA S.A.". The purposes of the processing may include: evaluation of the Application/Offer, etc.; verification of the details of the "Data Subject" or the company represented by it, as required by the procedure; assessment of the suitability of the "Data Subject" or the company represented by it as a prospective contracting party for entering into an agreement with "ThPA S.A." or within the framework of an intention to conclude a contract (*Article 6 para. 1(b) GDPR, Recital 44*). Furthermore, "ThPA S.A." processes the above data in order to communicate with the "Data Subject", whenever deemed necessary, regarding matters relating to the procedure, and for compliance of "ThPA S.A." with the requirements of the Regulation and the law (*compliance with a legal obligation, Article 6 para. 1(c) GDPR*). These data shall be retained by the competent Procurement Division of "ThPA S.A." **for the period necessary for examination of the Application/Offer and the supporting documents submitted therewith, for the duration of the procedure, for the period during which any objections and other legal remedies and actions may be submitted, whether provided internally or by law, for the duration of fulfilment of the mutual obligations and limitation of mutual claims, and generally for as long as required by the letter and spirit of the Procurement Regulation of "ThPA S.A.", the applicable legislation and the agreements governing the operation of "ThPA S.A.", as in force.** Thereafter, the data shall be archived, either in hard copy or electronically, in a manner preventing access by unauthorized employees. Their secure destruction is provided for following expiry of the necessary retention period, as prescribed by applicable legislation (*for the period until 23.03.2018, the provisions of Article 191 para. 2 of Law 4610/2019 (Government Gazette A' 70) apply, while for the period thereafter and following the conversion of the "Data Controller" into a société anonyme, the maximum limitation period under the Civil Code shall apply*). Provision of these data is necessary for the present procedure and, if not provided by the "Data Subject", the relevant service cannot be rendered and the participation of the "Data Subject" in the procedure shall not be possible.

The "Data Subject" has the right to submit a request to the "Data Controller" for: Access/information, rectification, restriction of processing of data concerning it, objection to processing, erasure, and portability, **always subject to the conditions and limitations of the applicable legislation** (*e.g. Articles 17 para. 3, 20 para. 3, and 23 GDPR*). These rights may be exercised either by completing the relevant application form available at the **Corporate Governance Department (Central Protocol) and the Procurement Division** of "ThPA S.A.", or by sending a letter to: "ThPA S.A." *Pier 1, within the Port, Postal Code 54625, Thessaloniki, Tel.: +30 2310 593118*, or by e-mail to: dpo@thpa.gr. The "Data Controller" shall provide the "Data Subject" with information regarding the action

taken following a request pursuant to Articles 15 to 22 GDPR without undue delay and, in any event, **within one month** from receipt of the request. That period **may** be extended by two additional months where necessary, taking into account the complexity of the request and the number of requests (*see in more detail Article 12 paras. 3-4 GDPR*). Furthermore, in the event of any complaint, the "Data Subject" has the right to contact the **Hellenic Data Protection Authority** either in writing (*Address: 1-3 Kifisias Avenue, Postal Code 115 23, Athens*) or by email (www.dpa.gr).

Thessaloniki, ___ / ___ /20___

I acknowledge receipt and understanding of the present Information Notice (*signature and full name*):

ANNEX 2 – FINANCIAL OFFER TEMPLATE

s/n	Price Item No.	Description of Works	Lump-Sum Price
A. BUILDING WORKS			
1	A.1	EARTHWORKS	
2	A.2	CONCRETE WORKS	
3	A.3	STEEL STRUCTURES	
4	A.4	FLOORING – SURFACINGS – CLADDINGS	
5	A.5	SPECIAL PROTECTIVE EQUIPMENT	
6	A.6	INSULATION WORKS	
7	A.7	PAINTING – PROTECTIVE COATINGS	
		Subtotal A:	€
s/n	Price Item No.	Description of Works	Lump-Sum Price
B. ELECTROMECHANICAL WORKS			
8	B.1	WATER SUPPLY	
9	B.2	DRAINAGE	
10	B.3	COMPRESSED AIR	
11	B.4	ELEVATOR	
12	B.5	FIRE PROTECTION	
13	B.6	POWER ELECTRICAL INSTALLATIONS	
14	B.7	FOUNDATION EARTHING – LIGHTNING PROTECTION	
		Subtotal B:	€
		Total Cost [A+B]:	€
		VAT 24%:	€
		Final Total Cost (incl. VAT):	€
Final Total Cost (incl. VAT) written in full in euro:			

The detailed bill of quantity tables of Annex 4 must also be submitted.

1. Payment Method

The total remuneration agreed under the Agreement shall be paid to the Contractor following delivery and completion of the subject matter of the Agreement, successful completion of the Project tests, settlement of any claims of ThPA S.A. against the Contractor, and receipt and acceptance by ThPA S.A. of the entire Project, as evidenced by the signing of the Provisional Acceptance Protocol of the Project. For completion of payments relating to the Project, the Contractor shall be required to submit a social security clearance certificate.

2. Performance Guarantee

2.1 For execution of the Agreement, the Contractor shall be obliged to provide a Performance Guarantee, the amount of which shall be set at **ten percent (10%)** of the contract value excluding VAT, to be deposited before or upon execution of the Agreement.

2.2 The Performance Guarantee shall take the form of a Performance Guarantee Letter issued by a reputable and recognized Monetary Financial Institution (MFI) lawfully operating in Greece.

2.3 With regard to foreign economic operators, the Performance Guarantee Letter must be issued on first demand by a reliable internationally recognized bank through an intermediary bank lawfully operating in Greece. Foreign economic operators shall submit the Performance Guarantee Letter exclusively in the form of a SWIFT message, which must include at least the following necessary elements: 1) To or Beneficiary), 2) In favor of or Applicant, 3) Bank or Guarantor 4) Amount, Duration, Type of Guarantee Letter (Bid Guarantee Letter) and wording in accordance with Article 1.1 hereof.

2.4 In the case of associations of economic operators, the Performance Guarantee Letter shall be submitted either as one single guarantee issued by the association in favour of its members individually and jointly and severally liable with the other members by virtue of their participation in the association, or by each economic operator participating as a member of the association.

2.5 The Performance Guarantee Letter shall remain valid for at least sixty (60) days beyond the Project completion and delivery period and the signing of the Provisional Acceptance Protocol, and shall include at least the following elements:

1. the date of issuance;
2. the issuer of the Guarantee Letter;
3. the beneficiary of the Guarantee Letter (ThPA S.A.);
4. the number of the Guarantee Letter;
5. the amount covered by the Guarantee Letter;
6. the validity period of the Guarantee Letter;
7. the full corporate name, TIN and address of the Contractor in favour of whom the Guarantee Letter is issued (in the case of a single Guarantee Letter issued by an association of economic operators, all the above details shall be stated for each member thereof);
8. the purpose of issuance of the Guarantee Letter, specifically that it covers fully and without distinction the implementation of all terms of the Agreement and any claim of ThPA S.A. against the Contractor;
9. and the following terms:
 - the guarantee is provided irrevocably and unconditionally, and the issuer waives the rights of division and discussion;
 - the issuer undertakes to pay the amount thereof, in whole or in part, within three (3) days following simple written notice.

2.6 All expenses, charges and banking costs, including those relating to issuance, maintenance, extension and cancellation of the Guarantee Letter, shall be borne by the Contractor.

2.6 The Performance Guarantee Letter shall be forfeited in the event of breach of the terms of the Agreement, as specifically provided therein.

2.7 The Performance Guarantee Letter shall fully and without distinction cover implementation of all terms of the Agreement and any claim of ThPA S.A. against the Contractor.

2.8 The Performance Guarantee Letter shall be returned to the Contractor following completion and delivery of the entire Project, settlement of any claims of ThPA S.A. against the Contractor, signing of the Provisional Acceptance Protocol, and submission of the Good Operation Guarantee Letter in accordance with the provisions of the Agreement.

3. Execution of the Project

3.1 Project Execution Period & Penalty Clauses

3.1.1 The execution and delivery period of the Project shall be determined by the participants in their offer, starting from the date of execution of the Agreement. The Project shall be executed on days and during hours to be jointly agreed between the Contractor and ThPA S.A.

3.1.2 If the Project is not properly completed and/or completed within the contractual period or any extension agreed in writing between the parties, due to fault attributable to the Contractor, ThPA S.A. may, in addition to any lawful right available to it, impose upon the Contractor a penalty clause for unproven damages, which is considered by both parties reasonable, amounting to 1% of the contract value for each week of delay, up to a maximum of 5%.

3.1.3 For collection of the penalty amount, ThPA S.A. shall have the right either to withhold the corresponding amount from the remuneration payable to the Contractor or to request forfeiture of the Performance Guarantee Letter for the corresponding amount.

3.1.4 No penalty clause shall be imposed where the delay is not attributable to fault of the Contractor or where the delay is due to force majeure events

3.2 Place of Execution

3.2.1 Delivery of the entire subject matter of the Agreement shall take place at the premises of ThPA S.A. within the Port of Thessaloniki, at the expense and responsibility of the Contractor.

3.2.2 The Contractor shall bear the risk for any damage to or loss of the entire Project until the date of its acceptance by ThPA S.A., as evidenced by the Provisional Acceptance Protocol. In the event of damage, deterioration or loss, the Contractor shall be obliged to fully repair or replace the same with an identical item of equal quality and value.

3.3 Shop drawings

3.3.1 The Contractor shall be obliged to prepare and submit all required shop drawings, which shall be fully consistent and aligned with the Detailed Design, the contractual documents and the technical specifications of the Project.

3.4 Replacement of Products / Defective Works

3.4.1 The Contractor shall immediately replace, during the term of the Agreement and/or within the guaranteed good operation period, any product deemed unsuitable or not compliant with the specifications of the Agreement, with another product of equal value and equivalent quality, without any additional financial claim, in order to ensure proper operation of the Project. In such case, any unpaid invoice of the Contractor relating to its remuneration shall remain pending until replacement of the unsuitable or defective product.

3.4.2 In the event that the Project is executed defectively or contrary to the Agreement, ThPA S.A. may request, within a specified deadline, correction of the defects and/or remedy of the deficiencies of the Project so that it complies with the terms of the Agreement. ThPA S.A. also reserves the right to exercise any other right granted to it by law.

3.4.3 If the correction and/or remedy takes place after expiry of any additional deadline granted, the Contractor shall be deemed in delay and the consequences of late delivery of the Project shall apply.

3.4.4 If the Contractor fails to correct the defects and/or remedy the deficiencies of the Project within the prescribed deadline, ThPA S.A. may, in addition to any lawful right available to it, carry out the correction and/or remedy itself and charge the relevant expenses to the Contractor.

4. Acceptance

Following completion of the subject matter, carrying out of any necessary inspections and tests, and full and proper operation of the Project in accordance with the specifications of the Agreement, the contracting parties shall sign a Provisional/Final Acceptance Protocol for the Project.

5. Good Operation Guarantee

5.1 Following completion and delivery of the Project and settlement of any claims of ThPA S.A. against the Contractor, upon signing of the Provisional/Final Acceptance Protocol of the Project, the Contractor shall be obliged to submit a Good Operation Guarantee Letter, the amount of which shall be determined at up to **five percent (5%)** of the contract value excluding VAT, with an expiry date sixty (60) days after expiration of the guaranteed good operation period in accordance with the Agreement, and which shall be deposited upon signing of the Provisional Acceptance Protocol. Foreign economic operators shall submit the Good Operation Guarantee Letter exclusively in the form of a SWIFT message, transmitted by a reliable internationally recognized bank to an intermediary bank, in accordance with the provisions of the Agreement.

5.2 Upon submission of the Good Operation Guarantee Letter, the Performance Guarantee Letter shall be returned to the Contractor.

5.3 The Good Operation Guarantee Letter shall be returned to the Contractor upon expiry of the guaranteed good operation period and any extension thereof.

5.4 The Good Operation Guarantee Letter shall be forfeited in favour of ThPA S.A. in the event of the Contractor's non-compliance with its contractual obligations, as a penalty clause and liquidated damages.

5.5 The Good Operation Guarantee Letter shall be issued on first demand by a reputable and recognized Monetary Financial Institution (MFI) lawfully operating in Greece.

6. Guaranteed Good Operation Period & Final Acceptance

6.1 The guaranteed good operation period of the Project shall be at least **twenty-four (24) months** commencing on the date of signing of the Provisional Acceptance Protocol.

6.2 During the guaranteed good operation period, the Contractor shall be obliged to respond to the resolution of any issue within a maximum of twenty-four (24) hours from notification by ThPA S.A., either by dispatching specialized technicians or remotely, where possible.

6.3 If the Project remains out of operation for a period exceeding twenty-four (24) hours, the total guaranteed good operation period shall be extended accordingly. Downtime shall mean the period from notification of the malfunction to the Contractor until delivery by the Contractor of the Project in full operational condition.

6.4 If, during the guaranteed good operation period, the Contractor fails to remedy the malfunction or defect within the deadline set by ThPA S.A., ThPA S.A., in addition to any other lawful right, reserves the right to carry out the repair itself and charge the relevant costs to the Contractor.

6.5 Upon expiry of the guaranteed good operation period, the Final Acceptance Protocol of the Project shall be signed.

7. Subcontracting & Assignment

7.1 The Contractor may engage subcontractors at any stage of the Project, subject to prior written consent of ThPA S.A., and shall be obliged to declare in detail the particulars of the subcontractors, the part of the Agreement they will execute, and the corresponding percentage thereof. The Contractor shall not be released from its obligations by reason of performance of any part of the Project by a subcontractor.

7.2 ThPA S.A. may request replacement of any subcontractor deemed not to meet the requirements of the Project, and the Contractor shall be obliged to replace such subcontractor within seven (7) days, while remedying any defective workmanship caused by fault of the subcontractor or the Contractor itself.

7.3 Assignment to third parties of part or all of the Contractor's obligations, as well as assignment of part or all of its rights arising from the Agreement, shall be prohibited without prior written consent of ThPA S.A.

8. Main Obligations of the Contractor

8.1 The Contractor shall be obliged to execute the Project properly and within the prescribed time limits, in accordance with the provisions of the Agreement and the contract, applicable legislation, Greek and European Regulations, and the rules of art and science, using its own personnel and all necessary tools.

8.2 The Contractor shall be responsible for ensuring proper operation of the entire Project and all materials to be supplied and installed therein, which must be of excellent quality and workmanship and free from any hidden defect relating to design, materials or workmanship.

8.3 Before commencement of any works, the Contractor shall be obliged to obtain all permits required by law.

8.4 The Contractor shall bear sole responsibility for implementation of the designs/studies of Annex 5 and for the quality and durability of the works. Any inspection or supervision exercised by the competent supervision department of ThPA S.A. and its Technical Consultants shall not release the Contractor from such responsibility.

8.5 The Contractor shall bear sole responsibility for execution of the works and the incorporated materials used, in accordance with the terms of the Agreement and the other contractual documents.

8.6 As other installations, visible or concealed (network infrastructure elements, structures and infrastructure of any type), belonging either to third parties or ThPA S.A., may exist within the Project area, the Contractor shall take all necessary measures for their protection. If instructed by ThPA S.A. to relocate them, the Contractor shall comply without entitlement to compensation.

8.6.1 The Contractor shall, prior to the commencement of the Works, submit for approval a site organization plan, taking into account the operational requirements of the container terminal and following consultation with ThPA S.A. Throughout the execution of the Works, the Contractor shall implement the required quality control, inspection and testing procedures, as well as the procedures for the submission and approval of materials and equipment. The Contractor shall also maintain and continuously update throughout the execution of the Works the traceability file of the steel structure. The traceability file shall include, as a minimum, material and steel certificates, CE certifications, welding and welder certifications, approved welding procedures (WPS/WPQR), paint and corrosion protection certificates, welding inspection records etc.

8.7 Upon completion of the Project works, the Contractor shall submit **"As Built"** drawings for each design discipline of the Project. These drawings shall consist of the Detailed Design drawings incorporating all modifications and fully reflecting the final form of the constructions and installations. Following review by ThPA S.A., such drawings shall be delivered in electronic (CAD) format.

8.8 The Contractor shall comply with the terms and restrictions imposed upon ThPA S.A. under the Concession Agreement dated 02.02.2018 between the Hellenic Republic and ThPA S.A., ratified by Law 4522/2018 (Government Gazette 39 A/07.03.2018), as in force from time to time, of which it has taken knowledge.

8.9 The Contractor shall strictly comply with the Project execution schedule, which constitutes an essential term of the Agreement and is of fundamental importance to ThPA S.A., in accordance with paragraph 10.3.1 requirements.

8.10 Within five (5) days from execution of the Agreement, the Contractor shall submit to ThPA S.A.:

- (a) a complete and detailed organizational chart including all permanent administrative and technical personnel of the Project, including the site manager;
- (b) a solemn declaration appointing its representative for service; and
- (c) a solemn declaration of acceptance by such representative.

8.11 Prior to execution of any works, the Contractor shall consult with ThPA S.A. regarding technical details and shall comply with its instructions within the framework of the Agreement and the rules of art and science.

8.12 Upon signing of the Agreement and prior to commencement of the works, the Contractor shall submit to ThPA S.A. the Health and Safety Plan / Health and Safety File (HSP/ HSF. The Contractor shall also sign and submit to ThPA S.A. the Contractor Safety Declaration and the special ThPA S.A. form relating to operation of the construction site within the port area. The Contractor shall deliver to ThPA S.A. notification of the Safety Technician submitted to the Labour Inspectorate (SEPE). The Safety Technician shall hold all necessary licences, which shall be available for inspection upon request by ThPA S.A.

8.13 The Contractor shall appoint one of its executives as "Project Manager", who shall bear overall responsibility for communication with ThPA S.A. during the term of the Agreement regarding execution and delivery of the Project, as well as contract administration and financial matters.

8.14 The Contractor shall bear the costs of transportation and shipment of materials and equipment used for execution of the Project throughout the duration of the Agreement and the guaranteed good operation period.

8.15 ThPA S.A. reserves the right to request removal or replacement of any person from the Contractor's personnel deemed unsuitable or in breach of ThPA S.A. instructions regarding proper technical execution and safety measures as described in the HSP/ HSF.

8.16 The Contractor declares and warrants that it shall perform all obligations using its own personnel and means in a proper manner, in accordance with the Agreement and the rules of art and science, and shall bear exclusive liability towards ThPA S.A. for all its acts or omissions.

8.17 Furthermore, the Contractor shall bear full and exclusive responsibility for the suitability and lawful employment of personnel engaged for execution of the Project.

8.18 The Contractor shall bear all employer obligations towards its personnel, including payroll and contributions to primary and supplementary insurance funds. The Contractor shall insure all personnel employed by it with EFKA and any special primary and supplementary insurance funds, in accordance with applicable legislation.

8.19 The Contractor shall take all appropriate measures for safety of the works and prevention of damage or accidents caused by itself, its personnel, subcontractors, materials or machinery, and shall be liable for any damage or accident caused to ThPA S.A., the Project, its employees, facilities, or any third party, while complying with all applicable legislation and regulations. ThPA S.A. shall bear no liability whatsoever for any damage or accident involving the Contractor's personnel or any third party, for which the Contractor bears civil, administrative and criminal liability.

8.20 The Contractor undertakes to comply with all legal provisions and rules of art and science concerning occupational health and safety for all workers and other persons, including those indicatively referred to in the ThPA S.A. Occupational Health and Safety Guide, while also complying with labour legislation, workplace health and safety regulations, accident prevention rules concerning its personnel, ThPA S.A. personnel or any third party, and all applicable regulations. Furthermore, the Contractor shall familiarize itself with and comply with the ThPA S.A. Occupational Health and Safety Regulation (Decision 2643/27.06.2005, Government Gazette 1381 B'/06.10.2005).

8.21 ThPA S.A. shall bear no liability whatsoever for any damage or accidents involving the Contractor's personnel or any third party, for which the Contractor bears civil, administrative and criminal liability.

8.22 In the event of any accident, the Contractor shall make all required notifications and shall immediately inform the Quality, Health and Safety Department of ThPA S.A.

8.23 The Contractor shall be obliged to provide its personnel, at its own expense and responsibility, with all Personal Protective Equipment (PPE) required according to the works performed. The Contractor's personnel shall be obliged to wear all PPE provided by the Contractor throughout the duration of the works and to strictly comply with all instructions indicated by the signage within the internal and external premises of ThPA S.A.

8.24 The Contractor shall ensure that its personnel hold all professional licences required by law, possess the necessary experience for execution of the Project, use appropriate machinery duly licensed for performance of its obligations, and generally maintain all-risk insurance coverage for both personnel and machinery throughout the duration of the Agreement.

8.25 The Contractor shall be obliged to deliver to the competent department of ThPA S.A. all relevant certificates relating to the machinery to be used, as well as the licences of their operators. The Contractor shall also submit to the Security Department of ThPA S.A. a list of construction vehicles to be used and a nominal list of personnel to be employed, in order for access authorization to the premises of ThPA S.A. to be granted.

8.26 The Contractor shall maintain all-risk insurance coverage for both its personnel and machinery/equipment throughout the duration of the Agreement.

8.27 The Contractor shall take all necessary and appropriate measures for environmental protection, as well as for environmentally sound removal and/or alternative management of waste arising from execution of the works, at its own expense. Immediately upon completion of each work activity, the Contractor shall collect all surplus or dismantled materials and fully clean the worksite (removal of waste, rubble, damaged electrical materials, etc.) in accordance with the applicable environmental legislation on solid waste management. Materials arising from excavation works within the port zone shall, at the Contractor's responsibility and expense, be delivered to an approved Collective Alternative Waste Management System for Excavation, Construction and Demolition Waste (AEKK), and the relevant certificates and weighing slips (proof of delivery to the first AEKK receiving facility) shall be submitted. All relevant costs shall be borne by the Contractor. The Contractor and/or the waste management and transport company shall possess all required licences and environmental liability insurance policies for collection and transport of AEKK waste, as well as an active agreement with a licensed AEKK management operator. Any old equipment classified as a fixed asset of ThPA S.A. shall be dismantled with due care and responsibility by the Contractor, collected and delivered to a location designated by the competent project supervision department of ThPA S.A., and upon delivery a Delivery and Acceptance Record shall be signed by the contracting parties. Where such old equipment is classified by the competent department of ThPA S.A. as waste, the Contractor shall undertake all necessary and appropriate measures for its environmentally sound removal at its own expense.

8.28 All works shall be carried out within the Port Zone of ThPA S.A., and therefore the Contractor shall be aware of and comply with all requirements arising from this special regime. During execution of the works, the Contractor shall comply with all customs and security regulations regarding import and export of tools and machinery to and from the Port.

8.29 All works shall be carried out with appropriate care to avoid any type of damage or deterioration. Should any defects, damages or poor workmanship arise due to execution of the Contractor's works, the Contractor shall undertake restoration thereof. The Contractor shall, to the extent possible, avoid obstructing the operations of ThPA S.A.

8.30 The Contractor shall be obliged to install warning signs concerning hazards arising from execution of the Project, as well as worksite marking with warning lights during nighttime and appropriate fencing to prevent access to the area.

8.31 ThPA S.A. shall bear no responsibility for any loss of materials, components, machinery or tools belonging to the Contractor, who shall ensure their adequate and effective safeguarding and shall be responsible for any damage or loss.

8.32 During visits to and presence within the premises of ThPA S.A., the Contractor shall comply with the regulations of ThPA S.A., of which it has taken knowledge, and with applicable legislation.

8.33 The Contractor shall comply with the security policies implemented by ThPA S.A. relating to access to information, observing the applicable regulations and procedures, of which it has taken knowledge.

8.34 During the term of the Agreement, the Contractor shall safeguard the interests of ThPA S.A., act lawfully and in good faith, and undertake any action only after obtaining the written consent of ThPA S.A.

8.35 The Contractor shall bear exclusive civil and criminal liability for any kind of damage, loss or deterioration caused to property of ThPA S.A., its personnel or any third party due to acts or omissions of its personnel, as well as exclusive civil and criminal liability for any bodily injury or death caused to its personnel, personnel of ThPA S.A. or any third party during execution of the Project and until termination of the Agreement for any reason. The Contractor shall bear exclusive responsibility for any act or omission by itself or its personnel resulting in administrative liability of ThPA S.A. towards the Hellenic Republic or any third party.

8.36 The Contractor shall bear exclusive civil, administrative and criminal liability for compliance with all laws and regulations of public, police, port, customs and other authorities, and shall be obliged immediately to notify ThPA S.A. of any orders or instructions addressed or communicated to it during execution of the Project concerning inspection, safety, environmental protection, noise pollution or similar matters.

8.37 It is expressly agreed that the Contractor acts independently and shall not act as representative of ThPA S.A. nor undertake any act of representation thereof. The Contractor shall have no authority to bind ThPA S.A. or assume obligations on its behalf.

9. Termination and Dissolution of the Agreement

9.1 ThPA S.A. reserves the right to terminate the Agreement at any time without compensation by serving written notice of termination upon the Contractor, the effects of which shall arise immediately upon receipt thereof by the Contractor. ThPA S.A. also reserves the right to exercise any other rights granted to it by law.

9.2 Until the effective date of termination, the Contractor shall continue to execute the Project properly and adequately in accordance with the terms of the Agreement.

9.3 In the event of early termination of the Agreement, the rights and obligations of the parties accrued until such termination shall continue to be governed by the terms of the Agreement.

9.4 Following early termination of the Agreement for any reason, the Contractor shall deliver to ThPA S.A. the part of the Project already executed, submit all materials and data in its possession relating to the Project, and provide ThPA S.A. with a detailed report regarding progress of the works and completion status of the Project, as well as any information and support relating thereto up to the termination date. In such case, the Contractor's remuneration shall be limited to the portion of the Project executed up to the date of termination.

10. Force Majeure

10.1 The contracting parties shall not be liable for non-performance of their contractual obligations to the extent such non-performance results from force majeure events, as interpreted under Greek law, namely unforeseeable events that could not have been prevented even through the exercise of utmost diligence and

prudence, rendering it impossible for a contracting party, either directly or through third parties, to perform its obligations.

10.2 The contracting party invoking force majeure shall immediately notify the other party in writing and provide all necessary supporting evidence. If the contracting party fails to notify the other party of the circumstances constituting force majeure and fails to provide the necessary evidence, it shall forfeit the right to invoke force majeure as grounds for non-performance of its contractual obligations. The other party shall reply within ten (10) days following such notification of the force majeure event, and if it fails to respond within the above period, provided that the force majeure event is fully evidenced by the submitted documents, it shall be deemed to have accepted the existence of the force majeure event invoked by its counterparty.

11. Confidentiality – Secrecy & Personal Data Protection

11.1 The Contractor undertakes not to disclose to any third party the terms of the Agreement or any financial, commercial or business information provided to or discovered by it during the term of the Agreement, as well as documents and data acquired or discovered in relation to the subject matter of the Agreement (hereinafter “Confidential Information”), except to those employees or advisers who need to know such Confidential Information for the purpose of implementing the business cooperation between the contracting parties as provided in the Agreement.

11.2 The Contractor shall not use in any manner the information provided to it for purposes other than those for which it was provided, nor exploit such information in order to obtain, directly or indirectly through third parties, any financial benefit for itself or others.

11.3 The Contractor shall ensure that all its employees and associates comply with the above obligation. In the event of breach of the above obligation, ThPA S.A. shall be entitled to claim compensation for any damage suffered, cessation of disclosure of confidential information, and prevention of future disclosure.

11.4 The Contractor shall be released from the above obligation if it uses or discloses Confidential Information to third parties following written consent of ThPA S.A.

11.5 It is expressly agreed that the confidentiality obligation shall remain in force after expiration or termination of the Agreement.

11.6 For compliance with the principles of secrecy and confidentiality, as well as for processing of personal data, the contracting parties shall sign and accept a relevant Annex.

12. Miscellaneous Terms

12.1 All terms of the Agreement are declared essential, and any breach of any such term by the Contractor shall entitle ThPA S.A. to terminate the Agreement, without prejudice to its lawful rights.

12.2 No act, delay or omission by either party shall be deemed a waiver of any right of that party unless such waiver is expressly made in writing. No waiver of rights under the Agreement in any instance shall constitute a waiver of any other rights.

12.3 The invalidity or unenforceability of any part of the Agreement shall not affect the validity of the remainder. Any invalid term shall be replaced by another term that most closely reflects the true intention of the parties.

12.4 The Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes all prior discussions and negotiations between them. No party shall be bound by any terms, warranties or representations other than those expressly provided for or duly incorporated in the Agreement or in any subsequent written amendment thereto.

12.5 Any amendment to any term of the Agreement shall be made and evidenced only in writing and expressly referred to in the Agreement. Written form is agreed as constitutive.

12.6 The Agreement shall be governed by Greek law.

12.7 Any dispute arising out of or in connection with the Agreement shall fall within the jurisdiction of the Courts of Thessaloniki.

12.8 Service of any judicial or extrajudicial document upon each contracting party shall be validly effected at the addresses specified in the preamble of the Agreement.

ANNEX 4 – TABLE OF INDICATIVE QUANTITIES AND BINDING UNIT PRICES OF WORKS

See attached excel file version

ANNEX 5 – LIST OF DETAILED DESIGN DOCUMENTS & DRAWINGS

See attached invitation files.

ANNEX 6 – INDICATIVE PROJECT SCHEDULE

