



Thessaloniki, 18.12.2024

COMMERCIAL DIVISION  
REAL ESTATE DEPARTMENT OF ThPA S.A.

**TED RE 002/2024**

**CALL FOR OPEN TENDER**

**FOR THE SUBCONCESSION OF THE USE OF OUTDOOR SPACE BEHIND THE TWO (2) INSTALLED METAL  
TANKS OF LIQUID CHEMICAL PRODUCTS OF CLASS I, CONNECTED TO QUAYWALL 15, AND ITS  
COMPONENTS AND ANNEXES  
AT PIER 3 OF THE PORT OF THESSALONIKI  
FOR OPERATION AFTER MAINTENANCE - REPAIR**

<b>OPEN CALL</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY SOCIETE ANONYME (ThPA SA)</b> Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54625, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Website: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for the Submission of Offers</b>	<b>16/01/2025</b>
<b>Deadline for the Submission of Requests for clarification</b>	<b>09/01/2025</b>
<b>Awarding Criterion</b>	Most advantageous bid based on price and quality criteria
<b>Duration of the sub-concession contract</b>	Twelve (12) years
<b>Contact for information/clarifications</b>	<b>For the tender procedure</b> Name: Nikolaos Ypsilantis, E-mail: <a href="mailto:nypsilantis@thpa.gr">nypsilantis@thpa.gr</a> Telephone: +302310593139 <b>For technical issues</b> Name: Triantafyllos Afentoulidis E-mail: <a href="mailto:tafentoulidis@thpa.gr">tafentoulidis@thpa.gr</a> Telephone: +302310593353

## ARTICLE 1 - OBJECT

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### 1.1 Scope of Tender

ThPA SA is conducting an open tender for the selection of a Contractor for the concession of the use of an outdoor area with the two installed metal tanks of liquid chemical products of Class I at Pier 4 of the Port of Thessaloniki, connected by underground pipes for their transport to quaywall 15 of the Port and its other buildings, components and annexes for exploitation after maintenance - repair, in accordance with the following terms.

#### 1.1.1. Description of the space to be conceded

- This is an almost entirely fenced (walled) outdoor area located inside Pier 3 northwest of the ThPA SA Technical Services building and includes two (2) cylindrical metal tanks of liquid chemical products of Class I with underground pipes connecting to quaywall 15 (near its junction with quaywall 16), as well as three (3) small buildings used as offices, a warehouse and a power substation.
- The outdoor space has an area of 1,070 sq.m.
- The two (2) liquid chemical product storage tanks have a permitted capacity up to a filling point of 5.00m, according to the Decision of the Ministry of Environment and Energy, with protocol number 171836/02.04.2014 and subject: "Amendment of the Decision No. 203978/21.12.12 on Approval of the Environmental Terms of the project "Operation of the Port of Thessaloniki".
- The two (2) liquid chemical storage tanks cover an area of 352.80 sq.m. The external height of tank N. 1 is 11.80 m. and the external height of tank N. 2 is 11.79 m.
- The E/M, warehouse, WC building has a coverage - construction area of 44.75 sq.m., the office building has an area of 7.84 sq.m. and the PPC power substation building has an area of 22.70 sq.m.
- The above conceded space is depicted in the Floor Plans, which are attached hereto and form an integral part hereof (Annexes 3A and 3B).

**1.1.2.** The Tender Process concerns the outdoor area with the installed two (2) metal tanks connected by underground pipes to quaywall 15, and the remaining buildings, components and annexes, as described above. The space will be delivered by ThPA SA to the Contractor, free for use, in the condition it is in. The further equipment, organization and operation of the facility shall be at the expense of the Contractor.

**1.1.3.** The space is conceded for storage and handling of Class I liquid chemicals (NON-EXPLOSIVE, NON-FLAMMABLE AND NON-TOXIC).

**1.1.4.** The two metal tanks were constructed in 1960. Their use, according to the existing operating permit No. Φ14.2.2.28188/2/14049/11.07/2024 of the Region of Central Macedonia/THESSALONIKI DEVELOPMENT DIRECTORATE, is a CAUSTIC SODA STORAGE FACILITY (50% SOLUTION).

**1.1.5.** The Contractor shall be responsible for the following:

- the issuance of all required approvals, licenses and certificates (indicatively urban planning permits, environmental permits, fire permits, Ministry of Shipping and Insular Policy permits, operation notification permit, etc.), the execution at its own expense of studies and maintenance - repair and operation projects of the entire concession area and its facilities (including underground pipes connecting to quaywall 15), as well as any expenses for its exploitation.
- The maintenance of the above space, the facility and its components and annexes (including the underground pipes connecting the tanks to quaywall 15) for the entire period of validity of the contract.
- ThPA SA is not responsible for any differences observed in the actual dimensions of the allocated space and the dimensions depicted in the designs included in Annex 3A and 3B. Participants shall verify, at their own responsibility, the plans on site before submitting their offer. Participants shall obtain, under their own care and responsibility, full knowledge of the location, design, construction, condition and capabilities of the outdoor space to be conceded, with its components and annexes and underground piping, before submitting their offers. Participants have the possibility to visit the conceded space, accompanied by a representative of ThPA SA, following a written request to be

sent to the e-mail addresses listed in article 6 hereof. On-site visits will be conducted separately for each participant who submits a request and always based on the principles of equal treatment, non-discrimination and transparency. Each participant may be accompanied by a technician of their choice. ThPA SA representatives will not be obliged to answer any questions and ThPA SA, its representatives and any of its consultants will not be held responsible for any answer to a Candidate's question, as well as for any distortion, misrepresentation, error, inaccuracy or omission in relation to the evaluation of the outdoor space, its facilities, components and annexes and the equipment (including the underground pipes connecting to quaywall 15) by the participant, which may arise as a result of the on-site visit.

- 1.1.6.** The operation, maintenance-repair and exploitation of the entire conceded space, the facility, its components and annexes and the equipment (including the underground pipes connecting to quaywall 15), must be fully legal, based on the applicable Legislation and Regulations, as well as be in accordance with the provisions of the Concession Agreement between ThPA SA and the Hellenic Republic dated 02.02.2018, which was ratified by Law 4522/2018 (Government Gazette 39A/7.3.2018 Ratification of the Concession Agreement between the Hellenic Republic and Thessaloniki Port Authority SA) and amended by Law 4973/2022 (Government Gazette 182 A'/2022) and Law 5048/2023 (GG 149 A'/2023), and will only be allowed after prior written approval of the competent General Technical Division of ThPA SA.
- 1.1.7.** The Environmental Terms for the "Operation of the Port of Thessaloniki" were approved by the Decision Α.Π.οικ. 203978/2012 of the Ministry of Environment and Energy as amended and in force. Specifically, the said Approval of Environmental Terms for the Operation of the Port was amended by Α.Π. 171836/02-04-2014 (ΑΔΑ: ΒΙΥΦ0-ΝΤ1) regarding the storage of sodium hydroxide (NaOH) in the above-mentioned tanks at Pier 4.
- 1.1.8.** The Traffic Study for the Port of Thessaloniki was approved by Decision No. 3121.6/85327/2019 of the Port Planning and Development Committee (GG 732D/11.12.2019).

**1.2.1. Description and essential characteristics of the object hereof**

**1.2.1.1.** The Contractor shall undertake, indicatively, if required, the following:

- the preparation of all studies, as well as the implementation of all actions and activities required for the timely issuance of all licenses, approvals, certificates and authorizations, provided for by the applicable legislation for the operation, maintenance-repair and exploitation of the site, the facility and the equipment (including the underground pipes connecting to quaywall 15).

The timely issuance of all permits and approvals may include, inter alia, the following:

- approval by the quay wall Ministry of Shipping and Island Policy, in accordance with the prescribed procedures of article 24 of Law No 2971/2001
- issuance of urban planning permits by the quay wall Ministry of Shipping and Island Policy in accordance with the prescribed procedures of article 24 of Law No 2987/2002.
- environmental licensing from the Ministry of Environment and Energy.  
It is noted that the tanks in question at Pier 4 have a valid Approval of Environmental Terms for the storage of sodium hydroxide (NaOH). Therefore, in the event that the Contractor uses the tanks for the storage of other Class I chemicals, an amendment to the Approval of Environmental Terms for the Operation of the tanks will be required to include the specific chemicals.
- licensing, approval from the Central Port Authority of Thessaloniki and the Public Authority of Ports
- urban planning permits for approval of small-scale construction works
- licensing regarding the traffic study
- approvals-permits from the Fire Service
- connection permit and wastewater disposal permit, from EYATH S.A. (GG 4252B/2021 and GG 2161B/2017

and is the sole responsibility of the Contractor, who is not entitled to invoke delays and request exemption from the obligation to pay the consideration or a reduction thereof.

- the execution of all operational and repair - maintenance works of the infrastructure of the conceded space, the facility and the components and annexes (including the underground pipes connecting the tanks to quaywall 15).
- the smooth, unhindered, continuous operation of the space in accordance with the intended use throughout the duration of the concession.
- the maintenance of the conceded space, the facility and the components and annexes (including the underground pipes connecting to quaywall 15), such as, but not limited to, routine, preventive and corrective maintenance, heavy maintenance and periodic replacement/renewal of parts, elements and accessories (including the underground pipes connecting to quaywall 15) of all the facilities of the space, so that it is fully suitable for its intended current use.
- the payment of the monthly consideration to ThPA SA throughout the duration of the Concession, in accordance with the terms hereof and the contract. The payment of the consideration to ThPA SA by the Contractor shall be done seamlessly even if the studies and/or licensing and/or maintenance works are not completed.
- the financing of all studies, licensing and approvals, maintenance and repair works with equity.
- the insurance of the conceded space and the facility in accordance with the specific provisions of the Call and the contract.
- the delivery of the conceded space to ThPA SA, upon expiry or for any reason termination of the contract, in excellent condition, in accordance with article 14.9 hereof.

**1.2.1.2.** The Contractor shall deliver to ThPA the following:

- Before the commencement of maintenance-repair works on the entire conceded space, i.e. the outdoor area, the facility, the components and annexes (including the underground pipes connecting to quaywall 15), copies of approvals, licenses and other relevant documents for the stage of the works.
- Before the start of operation of the Contractor's facility and business, copies of approvals, licenses and other relevant documents.
- Upon completion of the maintenance-repair works of the entire conceded space, i.e. the outdoor space, the facility and its components and annexes, a complete series of drawings (general, specific, detailed), a report that accurately describes the works, any problems that arose and how they were addressed. Also, an electronic file of the drawings in a dwg file.
- Upon completion of the maintenance-repair works of the outdoor area, the facility, its components and annexes, drawings of the E/M installations on a scale of 1:50 or 1:100 as actually executed, including detailed layout and execution diagrams and floor plans, where the location, size and wiring of the works, machinery, networks, etc. will be noted. Also, an electronic file of the drawings in a dwg file.
- Upon completion of the maintenance-repair works of the outdoor area, the facility and the equipment, maintenance and spare parts operating manuals, the manuals and any installation instructions for the devices and machinery of the E/M installations, quality control certificates and guarantees for the individual structures and the above machinery. Photographs of the various stages of configuration of the works starting from the existing condition.

All studies shall be submitted for approval and obtaining the required permits to the competent Public Authorities after their review and approval by the General Technical Division of ThPA SA.

**1.2.2. Duration**

**1.2.3.** The duration of the concession is set at twelve (12) years, starting from the date of signing the contract.

**1.2.4. Financial consideration and payment**

**1.2.4.1.** The financial consideration is the subject of the financial offer, in accordance with article 8.3 hereof and includes the sum of the monthly considerations, i.e. the amount offered by the participants per month for the concession of the entire conceded space, i.e. the outdoor space with the installed metal storage tanks for liquid chemical fuels of Class I, connected by underground pipes to quaywall 14 and the facility, as well as the amount that will result from the

charges for the volume of cargo that the Contractor will handle through the Tanks, plus any applicable VAT.

**1.2.4.2.** The consideration for the concession of the above-described space will include a provision for annual adjustment, which will correspond to the change in the Consumer Price Index (CPI) increased by at least 1%. In case the Consumer Price Index is negative, it is not counted as zero (it will not be taken into account) and only the surcharge will be applied. The consideration cannot under any circumstances be reduced in relation to the previous year. The adjustment clause of the monthly consideration for the concession of the space and the facility will take effect after the completion of the first calendar year of the concession and each subsequent year. The increase will be calculated on the immediately preceding consideration.

In addition to the consideration for the concession of the entire space described above, charges will be imposed by ThPA SA in relation to the annual volume of cargo that the Contractor will handle through the Tanks, in accordance with ThPA's Tariff for the Provision of Conventional Port Services, as applicable. The minimum annual throughput corresponds to 20,000 tons. In the event of failure to achieve the minimum annual throughput as defined above, the Contractor will be obliged to pay ThPA SA the amount remaining from the minimum annual throughput, in accordance with ThPA's Tariff for the Provision of Conventional Port Services, as applicable.

The invoiced throughput quantity will not include:

I. empty containers &

II. cargoes involving the maritime transportation of conventional cargo.

**1.2.4.3.** The monthly consideration for the concession of the space will be paid to a bank account of ThPA SA each month, no later than thirty (30) calendar days after the relevant invoice is issued. Interest at the rate of five(5) points above the prevailing EURIBOR - 1 Week rate is payable on charges remaining unpaid thirty (30) days after the date of the invoice. The monthly consideration will be prepaid, while the charge on the throughput volume will be based on the data of the previous month.

**1.2.4.4.** The calculation of the throughput charge will be made on the basis of import manifests.

**1.2.4.5.** The financial consideration does not include taxes, fees and deductions as well as any other burden which by law is borne by the Contractor.

**1.2.4.6.** The Contractor owes in any case the consideration and the throughput charge, and the relevant obligation exists regardless of the successful or unprofitable economic exploitation of the conceded space. The Contractor assumes the operational risk, without any guarantee for the return on investment as regards all the expenses they will incur. ThPA SA shall not be liable to the Contractor nor obliged to reimburse the sums spent by the Contractor. It is noted that the evaluation of the Contractor's technical offer by ThPA SA, in accordance with article 11, cannot in any case be interpreted as the provision of a guarantee on its part or as its involvement and consequently no responsibility or commitment arises thereof (e.g. regarding the possible issuance of permits and approvals).

**1.2.4.7.** The Contractor assumes the risks deriving from the institutional framework, namely the risks related to the applicable legislation and the procedures and conditions it provides for the implementation of the object hereof. The risk of not obtaining the necessary approvals, permits and certifications is entirely assumed and borne by the Contractor. The Contractor is obliged to make the necessary adjustments and modifications of their planning for the needs of the licensing of the conceded space for the intended use, upon approval by the General Technical Division of ThPA SA. ThPA SA undertakes no commitment, obligation or responsibility in relation to any issue, which concerns the issuance, extension, revision or maintenance of the required permits, certificates and approvals, or in any way prohibiting or limiting the exploitation of the building, which may be imposed via the above licenses and/or approvals and/or certificates throughout the duration of the concession.

## **ARTICLE 2- Right of Participation**

**2.1.** The right to participate in the tender is available to economic entities, and in particular natural or legal persons or Consortia, who:

- 2.1.1. Are not in a state of bankruptcy, liquidation or compulsory receivership, insolvency, arrangement with creditors, suspension of operations and no bankruptcy, liquidation, receivership or other similar procedure shall have been initiated against them and they shall not be subject to any other legal operating restrictions.
- 2.1.2. Not have been irrevocably convicted, both them and their legal representatives and the natural persons exercising administration, in any other case for:
  - a) Participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300).
  - b) Bribery as defined in Article 3 of the Convention on the fight against corruption involving EU officials or officials in European countries (EU C 195) and in Article 2 (1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192) as well as in the way defined in the Greek laws and / or national legislation of the candidate.
  - c) Fraud within the meaning of Article 1 of the Council Act drawing up the Convention on the protection of the European Communities' financial interests, ratified by Law 2803/2000 (Government Gazette A' 48).
  - d) Terrorist crimes or offenses related to terrorist activities as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 (OJ L 164), respectively, or incitement, complicity or attempted crime, as referred to in Article 4 of the same Framework Decision.
  - e) Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309), which was incorporated by law 3691/2008 (Government Gazette A '166), replacing the relevant provisions of law 2331/1995 (Government Gazette A' 173).
  - f) Child labor and other forms of trafficking, 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, which was incorporated by Law 4198/2013 (Government Gazette A' 215).
  - g) embezzlement (375 P.C.), fraud (386-388 P.C.), extortion (385 P.C.), forgery (216-218 P.C.), perjury (224 P.C.), bribery (235-237 P.C.), fraudulent bankruptcy (398 P.C.), or crimes similar to their objective nature as provided for in any foreign legal systems.
- 2.1.3. They shall have fulfilled all obligations related to taxes and insurance.
- 2.1.4. They have documented professional activity related to the subject hereof.
- 2.1.5. In the case of a Consortium, the Consortium's constitutional document and the authorization of all members of the Consortium to its legal representative, for the participation of the Consortium in the tender and the submission of an offer, shall be sent.
- 2.1.6. In the case of an offer by a joint venture, all its members are jointly and wholly liable to the contracting entity.
- 2.1.7. In the event that the participating economic entities participate in a joint venture, the above under 2.1.1., 2.1.2. and 2.1.3. shall be met by each member of the joint venture.

### **ARTICLE 3– Offer Submission Way and Time**

- 3.1. Offers shall be submitted electronically by the participants no later than **16/01/2025, 15:00 (local timezone)**, in the following email addresses [nypsilantis@thpa.gr](mailto:nypsilantis@thpa.gr) and [realestate@thpa.gr](mailto:realestate@thpa.gr) by sending a locked file folder. To send files with a total size of more than 20MB, online file sharing applications (e.g. WeTransfer, googledrive, etc.) must be used instead of email. The password shall be sent to the above email addresses after the deadline for submission of offers, upon notice to the participants. Alternatively, the offer can be sent by post or deposited in a physical envelope, to the Corporate Governance Department of ThPA SA., building of the former Central Port Authority, ground floor (Pier 1 within the Port), P.C. 54625, Thessaloniki, 2310-593118, within the aforementioned deadline.
- 3.2. After the expiry of this date and time, the offer cannot be submitted. Offers submitted late will be disregarded.
- 3.3. Participants are responsible for, accept and bear the risk of any event, including force majeure, that may result in untimely or incomplete or improper submission of the offer.

**3.4.** It is expressly clarified this Call does not constitute an invitation to a contract and the submission of an offer does not guarantee that the offer will be accepted.

#### **ARTICLE 4- Extension, interruption, postponement, repetition or cancellation of the Tender**

**4.1.** ThPA SA. reserves the right at any stage of the process to extend the time for submission of offers, to amend or complete the tender documents or to cancel the tender and until the conclusion of the contract to interrupt, postpone and decide to repeat and/or cancel the process assignment, gratuitously for ThPA SA, after informing the participants.

**4.2.** Participants take part in the tender process at their own risk and are not entitled to any compensation for expenses related to their participation in it, as well as for the preparation and submission of their offer.

#### **ARTICLE 5 - Provision of Clarifications on the Call**

**5.1.** Requests for clarifications shall be submitted electronically no later than five (5) working days before the deadline for submission of offers as follows:

- a) Inquiries about issues related to the tender process shall be submitted to the e-mail address [nypsilantis@thpa.gr](mailto:nypsilantis@thpa.gr) also forwarding the inquiry to [tafentoulidis@thpa.gr](mailto:tafentoulidis@thpa.gr)
- b) Inquiries about technical issues shall be submitted to the e-mail address [tafentoulidis@thpa.gr](mailto:tafentoulidis@thpa.gr) also forwarding the inquiry to [nypsilantis@thpa.gr](mailto:nypsilantis@thpa.gr).

**5.2.** Requests for clarifications submitted in any other way will not be considered.

**5.3.** Requests for clarifications sent after the above deadline will not be answered.

**5.4.** Clarifications will be posted on the google drive website of ThPA SA.

**5.5.** The answers / clarifications are considered Tender Documents. Participants may not invoke oral answers or clarifications.

#### **ARTICLE 6- Letter of Guarantee**

**6.1.** The letters of guarantee (LoG) are issued by reputable and recognized financial institutions operating legally in Greece. Only letters of guarantee written in Greek are accepted.

**6.2.** The letters of guarantee shall include the following as a minimum:

- the date of issuance
- the issuer
- the person in favor of which it is issued
- the body to which they are addressed (Thessaloniki Port Authority SA)
- the number of the Letter of Guarantee
- the amount covered by the Letter of Guarantee
- the full name, VAT number and address of the participant in favor of which the guarantee is issued
- the following conditions:
  - the guarantee is provided irrevocably and unconditionally, and the issuer waives the right of division and discussion
  - the details and the closing date of the Tender
  - the expiration date or the period of validity of the guarantee
  - an undertaking by the issuer of the letter to pay the amount of the guarantee in whole or in part within five (5) days following a simple written notice of the person to whom it is addressed.

**6.3.** In the case of Consortia, a Letter of Guarantee is submitted under the above conditions, either in favor of the Consortium itself, or in favor of each economic operator participating in the Consortium.

**6.4.** In the event of an extension of the validity of the Offer, the participant shall, on an exclusion penalty, renew the validity of the Letter of Guarantee or present a new one with the same conditions, at the latest within five (5) working days of the written notification from ThPA SA.

**6.5.** Offers without the proper guarantee are rejected as unacceptable.

- 6.6.** The Letter of Guarantee must be in the amount of five thousand euros (€5,000.00), state the purpose of issuance for participation in this tender procedure for the conclusion of a contract for the sub-concession of the use of the outdoor area with two (2) metal tanks installed at Pier 4 of the Port of Thessaloniki for exploitation following maintenance-repair, and be valid for  $\geq$  180 calendar days from the expiry of the deadline for submission of offers according to the attached template (Annex 1).
- 6.7.** The Letter of Guarantee shall be forfeited in favor of ThPA SA if, while in effect:
- (i) the participant, after submitting it, withdraws the Offer
  - (ii) the Preferred Candidate does not submit the assignment documents on time in accordance with article 12.2., or does not appear on time for the signing of the contract and/or the acceptance of the space or refuses, expressly or implicitly, to come to sign the relevant contract and/or the receipt of the space within the deadline that will be assigned to them
  - (iii) the participant does not renew its validity, in case this is deemed necessary
  - (iv) ThPA SA finds that the participant has provided false data or information regarding the Participation Supporting Documents.
- 6.8.** The Letter of Guarantee shall be returned:
- (i) To the Contractor, at the latest within five (5) working days from the presentation of the Performance Guarantee.
  - (ii) To the other Participants, at the latest within five (5) working days after signing the contract with the Contractor.
- A template of the Letter of Guarantee is provided in Annex 1.
- 6.9.** In case of electronic submission of the Offer, the original of the Letter of Guarantee is sent or deposited to the address mentioned in article 3.1. until the closing date of the Tender.

#### **ARTICLE 7 - List of Documents**

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- 7.1.** The Tender Documents are uniform and consist of the following:
- a) this Call and its Annexes, which form an integral part hereof
  - b) the answers / additional information / clarifications provided by ThPA SA in accordance with article 5 hereof.
- 7.2.** All information contained in the Tender Documents is intended solely to assist participants in preparing and submitting an offer. This material is provided solely for informational purposes and in any case is indicative and not exhaustive. No warranty is provided as to the accuracy, completeness, correctness or adequacy of the material, while ThPA SA bears no responsibility for any inaccuracies, oversights, errors or omissions. Participants shall conduct their own independent research and analysis of the data relating to the space provided, the facilities, the terms of the Tender and generally everything related to this Tender.

#### **ARTICLE 8 - Offer Content**

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- 8.1.** The content of the offer dossier (electronic or physical format) shall be the following:

(a) a subfolder marked "Supporting Documents for Participation-Technical Offer"

(b) a subfolder marked "Financial Offer"

In the case of submission of the offer with a physical dossier to the Corporate Governance Department of ThPA SA., participants shall submit the subfolders with the following supporting documents for participation in a closed sealed envelope marked: "Participation dossier for TED RE 002/2024 «CALL FOR OPEN TENDER FOR THE SUBCONCESSION OF THE USE OF OUTDOOR SPACE BEHIND THE TWO (2) INSTALLED METAL TANKS OF LIQUID CHEMICAL PRODUCTS OF CLASS I, CONNECTED TO QUAYWALL 15, AND ITS COMPONENTS AND ANNEXES AT PIER 3 OF THE PORT OF THESSALONIKI FOR OPERATION AFTER MAINTENANCE - REPAIR». The details of the offer shall be submitted in separate sealed subfolders. Participants shall also provide an electronic data storage medium (usb) with the contents of the two above subfolders in electronic form. Each subfolder shall contain the corresponding storage medium within it. In case of inadvertent discrepancies between the paperwork and the electronically submitted material, ThPA SA reserves the right to request the completion of these documents. Delays due to any reason (post offices, distributors, means of

transport, etc.) and which result in the non-delivery of the tender dossier to ThPA SA on time, are considered unacceptable and are definitely borne by the interested parties whose offers will not be accepted.

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

## **8.2. Content of the Dossier of Participation Documents-Technical Offer**

In order to prove that they fulfill the conditions that establish their right to participate in the tender, participants shall submit the following supporting documents:

- 8.2.1.** The legalizing documents of incorporation and legal representation, as the case may be (such as articles of association, GEMI registration, Representation GG, etc.) depending on the legal form of the participant from which the legal incorporation shall be proven, the person who binds the participating person with their signature on the date of the tender and their term of office, decision of the competent body on participation in the specific tender and its authorization in case of granting the power of representation to a third party.
- 8.2.2.** A certificate of registration at the relevant chamber, if the relevant registration obligation exists.
- 8.2.3.** A Formal Statement of the natural person or the legal representative of the participating legal entity/economic operator that the reasons for exclusion defined in article 2 do not occur in their person and/or in the person of the company/economic operator they represent, as well as those exercising its management, as these persons are defined in 2.2.2, and that there are no reasons to believe that these obstacles will occur during the validity of the concession.
- 8.2.4.** A Formal Statement of the natural person or the legal representative of the participating legal entity/economic operator that they and the participating legal entity and the persons exercising management are not in bankruptcy, liquidation, compulsory receivership, suspension of payments, bankruptcy settlement, suspension of operations and that no action has been taken against them for bankruptcy, liquidation, compulsory receivership or other similar process and that it is not subject to any other legal operating restrictions.
- 8.2.5.** A Formal Statement by which the participant declares that they have become aware of the conditions and the object of the tender, unconditionally accepts the conditions of the tender and waives their rights to compensation for costs of preparing and submitting an offer.
- 8.2.6.** A Formal Statement, by which the Participant declares that he/she has been informed on-site of the conditions prevailing in the area as well as the condition of the conceded outdoor space, with its facilities, components and annexes (including the underground pipes connecting to quaywall 15) as they are during the conduct of the tender and has determined that these are to his/her liking and suitable for the purpose for which they are intended.
- 8.2.7.** A Formal Statement with which the participant declares that they have become aware of and accept the Concession Agreement between the Hellenic Republic and ThPA SA (Law 4522/2018, GG 39A'/07.03.2018) as amended by Law 4973/2022 (GG 182 A'/2022) and Law 5048/2023 (GG 149A'/2023) and in force, and will comply with the terms and obligations thereof.
- 8.2.8.** A Letter of Guarantee, in accordance with article 6 hereof
- 8.2.9.** A Formal Statement by which the participant declares that all statements, data and information provided with the submission of the dossier are complete, true and correct.
- 8.2.10.** The information document for the processing of personal data attached to Annex 4, signed by the natural person or the legal representative of the participating legal entity/economic operator.
- 8.2.11.** Brief technical description of maintenance-repair works that the participant intends to carry out, the estimated cost and timetable for their execution.
- 8.2.12.** Draft illustration of the area to be conceded with proposed maintenance-repairs (plans/views/sections, indicative landscape plan). The design will not be binding because it may undergo modifications or changes in the context of approvals from the competent authorities.
- 8.2.13.** Technical description of maintenance-repair works (Architectural, E/M, etc.). The technical descriptions will not be binding because they may undergo modifications or changes in the context of approvals from the competent authorities.
- 8.2.14.** Environmentally friendly initiatives that the Participant intends to implement (sustainable development strategy, environmental certifications, green investments, waste management, reduction of environmental footprint, etc.)

- 8.2.15.** Installation of smart, lightweight systems that will be removed without damaging the facility and equipment and will not affect its supporting structure for the modernization and upgrade of the facility and equipment (including underground pipes connecting to quaywall 15).
- 8.2.16.** Description of the participant's experience related to the intended exploitation of the space and facility.
- 8.2.17.** Submission of documents to prove the participant's professional activity related to the subject hereof (e.g. certifications, ISO certifications, contracts, financial statements, quality assurance or environmental management certificates, etc.)
- 8.2.18.** Presentation of proof of insurance and tax clearance of the participant. The above conditions and the presentation of the above supporting documents are conditions for admissible participation and will be judged in terms of their assistance and validity after the unsealing of the offers. After the award and before the signing of the contract, ThPA SA may, by notifying the awarding decision to the Contractor, ask them to provide, for the signing of the contract, further supporting documents to prove that the above conditions of this article are met.

**NOTE:** The Formal Statements must either have the form provided for in article 8 par. 2 of Law 1559/1986 with certification of the authenticity of the signature by a competent authority, or be issued digitally through the website <https://www.gov.gr/>

### **8.3. Content of the Financial Offer dossier.**

**8.3.1.** The financial offer shall state:

- 8.3.1.1.** The sum of the offered monthly considerations in euros (€) without VAT , for the total duration of the contract. The offered monthly consideration must (on an exclusion penalty) include a provision for a percentage annual adjustment, not less than 1% + CPI, from 01.01.2025 onwards. The consideration cannot under any circumstances be reduced in relation to the previous year. In case the Consumer Price Index is negative, it is not counted as zero (it will not be taken into account) and only the surcharge will be applied.
- 8.3.1.2.** The annual volume of cargo that the Participant undertakes to transport through the tanks for each concession year, which cannot be less than 20,000 tons.
- 8.3.1.3.** The time of offer validity, which will be at least one hundred and eighty (180) days from the deadline for submitting offers.
- 8.3.1.4.** The business plan that shall include the cost of the investment, the cost of the proposed maintenance-repair, the cost of operation and maintenance, potential revenues, intended use and other parameters and estimates on which it is based.
- 8.3.2.** Each participant may submit one Financial Offer. The participant's financial offer will be unconditional and without reservations. Any kind of reservation of the participant will not be considered.
- 8.3.3.** Offers will be rejected as unacceptable if:
- a) price is not given in EURO or there is establishment of a relation of EURO to a foreign currency and
  - b) the offered consideration is not clearly stated in accordance with the above.
  - c) there is a proviso, reservation or condition.

**8.4.** In the event that during the tendering process, any data included in the offer submitted by the participant changes, the latter is obliged to immediately notify the change to ThPA SA.

**NOTE:** The Formal Statements submitted in accordance with this call shall either be in the form provided for in article 8 par. 2 of Law 1559/1986 with certification of the authenticity of the signature by a competent authority , or be issued digitally through the website <https://www.gov.gr/>

### **ARTICLE 9 - Time of Offer Validity**

- 9.1.** Offers submitted shall be valid for **at least one hundred and eighty (180) days from the day following the closing date for the submission of offers**. Offers that are valid for a shorter period will be rejected as **unacceptable**.
- 9.2.** The validity of the offer may be prolonged, if requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial offer validity period specified in the Call. Any extension of the validity of the offer is accompanied by an extension of the duration of the corresponding Letter of Guarantee

or a presentation of a new Letter of Guarantee, with the same conditions, in accordance with article 6 hereof.

#### **ARTICLE 10 - Language**

The official language of the procedure is Greek and the offers and the information contained therein shall be drafted in Greek or accompanied by an official translation into Greek.

#### **ARTICLE 11 - Evaluation - Contractor Selection Procedure**

- 11.1.** The opening of the offers shall take place without the presence of participants, after the deadline for submission of offers.
- 11.2.** During the evaluation, ThPA SA may address requests to the participants for clarifications and participants must provide clarifications within the time limits set.
- 11.3.** ThPA SA will evaluate all offers that will be submitted in time and appropriately by the participants and that include in full the requested documents and data.
- 11.4** Offer Dossiers which, in ThPA SA's sole discretion, are judged to be unclear and cannot be evaluated, are excluded as inadmissible.
- 11.5** If ThPA SA concludes that the content of a participant's Participation Supporting Documents dossier does not meet the terms and requirements herein, the participant will be disqualified from the evaluation process.
- 11.6** ThPA SA reserves the right to request revised offers.
- 11.7** The candidate who submits the highest financial offer will be selected as the contractor by decision of the competent body of ThPA SA and based on qualitative criteria, in accordance with Art. 11 (8) hereof.
- 11.8** The evaluation of the offers will be carried out based on the following criteria:

S/N	CRITERION	IMPORTANCE	DESCRIPTION
K.1	Proposed Lease	40%	The sum of the offered monthly considerations in euros (€) without VAT , for the total duration of the contract, in accordance with articles 1.2.4.1 & 8.3 hereof.
K.2	Cargo volumes	20%	Annual volume of cargo that the participant commits to transport through the tanks for each concession year.
K.3	Proposal for the maintenance-repair of the facility	20%	Recommended maintenance-repairs and technical details.
K.4	General Professional Experience	10%	Participant's experience with the intended use of the space and facility
K.5	Specific Professional Experience	10%	Participant's experience regarding the intended exploitation of the space and facility within ports/port facilities.

The calculation of the Total Score (TS) of each candidate will be as follows:

$$\text{T.S.} = (40\% \times \text{K.1} + 20\% \times \text{K.2} + 20\% \times \text{K.3} + 10\% \times \text{K.4} + 10\% \times \text{K.5}) / 100$$

Whereas

- K.1: The sum of the offered monthly considerations in euros (€) without VAT , for the total duration of the contract, in accordance with the terms and conditions hereof.
- K.2: Annual volume of cargo that the participant commits to transport through the tanks for each concession year in accordance with the terms and conditions herein.
- K.3: Score from 0 (minimum) to 100 (maximum), based on the evaluation of the design of the proposed maintenance - repairs and technical details and the time schedule of works.
- K.4: Score from 0 (minimum) to 100 (maximum), based on the evaluation of the Participant's experience regarding the intended exploitation of the space and facility.

K.5: : Score from 0 (minimum) to 100 (maximum), based on the evaluation of the Participant's experience regarding the intended exploitation of the space and the installation within a port/port facilities.

The Participant achieving the highest total score will be ranked first and will be the Preferred Candidate.

#### **ARTICLE 12– Contract – Amendments**

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**12.1.** After the completion of the evaluation process and the validation of the result, the Preferred Candidate will be invited to sign the contract.

**12.2.** The Preferred Candidate is required to appear within fifteen (15) calendar days from the date of notification, in order to sign the relevant contract and submit the following documents:

- i. A Letter of Guarantee (see article 13 hereof)
- ii. Certificates proving that the Preferred Candidate is not bankrupt, in liquidation, out of business, receivership or bankruptcy arrangement, that the Preferred Candidate has not been suspended and that it is not in any similar situation arising from such proceedings, is not in the process of declaring bankruptcy or in the process of being placed in compulsory liquidation or in a compromise with creditors and is not in another similar process (reorganization, etc.)
- iii. Copies of Criminal Records (issued up to three months before the date of signing the contract) for the persons mentioned in 2.2.2.
- iv. An insurance policy
- v. Tax clearance certificate
- vi. Insurance clearance certificate

In the event that the Preferred Candidate does not present themselves or does not submit all of the above supporting documents on time, the Letter of Guarantee shall be forfeited in accordance with article 6.7 and ThPA SA may continue the tender process by selecting as Preferred Candidate the participant with the next highest financial offer price.

**12.3.** The contract may be modified during its term, without the need for a new contract procedure, only upon the mutual agreement of the counterparties.

#### **ARTICLE 13 Performance Guarantee**

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**13.1.** The Performance Guarantee is issued by reputable and recognized financial institutions operating legally in Greece. Only Performance Guarantee s written in Greek are accepted.

The guarantees shall include the following as a minimum:

- the date of issuance
- the issuer
- the person in favor of which it is issued
- the body to which they are addressed (Thessaloniki Port Authority SA)
- the number of the Performance Guarantee
- the amount covered by the Guarantee
- full name, VAT number and address of the Contractor in favor of which the Guarantee is issued
- the following conditions:
  - the collateral is provided irrevocably and unconditionally, and the issuer waives the right of division and discussion
  - the details of the Call, or the contract, as the case may be
  - the expiration date or the period of validity of the guarantee
  - an undertaking by the issuer to pay the amount of the guarantee in whole or in part within five (5) days following a simple written notice of the person to whom it is addressed and
  - the relevant contract.

**13.2.** Upon signing the contract, the Contractor will provide a Performance Guarantee in an amount equal to the sum of three (3) months' monthly considerations, as to be determined by the result of the tender.

- 13.3.** The Performance Guarantee covers comprehensively and without discrimination the implementation of all terms of the contract and any relevant claim of ThPA SA against the Contractor.
- 13.4.** The Performance Guarantee is forfeited as a penalty clause and non-documented damage, in the event of a violation of any term of the contract, all terms being considered essential and covers in total and without discrimination the application of all the terms of the contract and every claim of ThPA SA against the Contractor.
- 13.5.** The Performance Guarantee is returned to the Contractor after the expiration or termination of the contract, the clearance of every claim of ThPA SA against the Contractor and the signature of the Site Delivery and Receipt Protocol.
- 13.6** By participating in the Tender the Contractor unconditionally declares that they waive the exercise of remedies and/or means aimed at obstructing or thwarting the collection of the Performance Guarantee.
- 13.7** A template of the Performance Guarantee is provided in Annex 2.

#### **ARTICLE 14 - Contractual Framework**

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- 14.1.** Participation in the Tender constitutes an irrefutable presumption, in other words an extrajudicial confession, that the participants have received full knowledge of the Tender Documents, the site information and the applicable legislation.
- 14.2.** Participation in the Competition constitutes irrefutable evidence that the participants have received full knowledge of the conditions and particularities of the space, the facilities, the equipment (including the underground pipes connecting to quaywall 15), its legal and factual status and that they have studied all the information included in this Call.
- 14.3.** Participation in the Tender constitutes an irrefutable presumption that the participants fully, unconditionally and without exception accept all the terms and provisions of the Tender Documents. Consequently, the submission of an Offer to the Tender constitutes a presumption that the participants:
- 14.3.1.** Unconditionally and without reservation accept the terms and conditions of the Tender.
- 14.3.2.** All Offers, responses, proposals and submissions related to this Tender are submitted at the sole risk of the participants.
- 14.3.3.** Have checked, are aware of and accept every issue, condition, information or other element that may in any way affect the object hereof, including, but not limited to, the technical and local conditions of the building, the needs for manpower, materials, logistics infrastructure, mechanical and electrical equipment, as well as the permits, approvals, certificates required, by law or otherwise, for the intended use.
- 14.3.4.** Have studied, know and accept the Tender documents (article 7.1.).
- 14.3.5.** Unconditionally accept that if they are selected as Contractors, they will unconditionally undertake the execution of all technical works and the utilization, management and exploitation of the space, in full compliance with all the terms, conditions and documents of the Tender (article 7.1.).
- 14.4.** ThPA SA undertakes no obligation to provide participants with access to any additional information or to revise the Call or correct any inaccuracies that may be apparent.
- 14.5.** Each participant is required to carry out its own independent evaluation of the Tender documents, after carrying out any research and obtaining any professional advice, as deemed necessary.
- 14.6.** Any failure of the participant to be informed about the above issues and requirements is solely their responsibility and in no case will exempt them from the responsibility and obligation to fully comply with their contractual obligations, if selected as a Contractor.
- 14.7.** Participants are not entitled to any compensation for costs related to the preparation and submission of their Dossiers.
- 14.8. Receipt of the Conceded Space from the Contractor.**
- 14.8.1.** Upon signing the contract, ThPA SA is obliged to deliver and the Contractor is obliged to receive the space free for use, in the condition it is in. Obtaining licenses and approvals from the Authorities is at

the sole responsibility and obligation of the Contractor, in accordance with the term 1.2.1.1. hereof, with ThPA SA not having any relevant obligation and with that not affecting the aforementioned obligation to receive the space in time.

- 14.8.2.** ThPA SA does not provide any guarantee and does not bear any liability towards the Contractor, be it contractual, in tort or pre-contractual, for reasons related to the conclusion of the contract, the real and legal situation of the property and its suitability for the intended use, and the obligation to know the conditions is solely borne by the Contractor and is part of the business risk which they assume entirely.
- 14.8.3.** In the event of the Contractor's refusal to come to sign the contract and/or to receive the space, then the Letter of Guarantee of article 6 (Letter of Guarantee) will be forfeited against the latter. ThPA SA may exercise any of its rights for the restoration of any damage incurred by this cause.
- 14.8.4.** ThPA SA reserves the right to use the adjacent and outdoor spaces, including that above the pipes, for the purpose of serving its port operations and other purposes. Concession of the space for use shall not obstruct the operation of ThPA SA.
- 14.8.5.** Any further assignment by the contractor to third parties of the whole or part of the object of the contract is prohibited without prior written consent by ThPA SA, which is provided at the sole discretion of ThPA SA.

#### **14.9. Delivery of the Conceded Space from the Contractor.**

- 14.9.1.** Upon expiration or termination of the contract for any reason, the Contractor is obliged to hand over the premises to ThPA SA. For the delivery of the space, a Receipt Protocol will be signed by the parties.
- 14.9.2.** The Contractor is obliged to deliver the space to ThPA SA fully maintained and in excellent working condition. Any work on the outdoor area, tanks, accompanying buildings and equipment (including underground pipes connecting to quaywall 15), will be carried out at the sole expense, care, concern and responsibility of the Contractor and will remain for the benefit of the conceded space, without giving rise to the Contractor's right to remove it and without any obligation to reimburse expenses or compensation on the part of ThPA SA. Therefore, the Contractor is obliged to deliver the space, its facilities, infrastructure and equipment, as well as any other component of the space and in particular construction, installation and any construction on the ground (including underground pipes connecting to quaywall 15), legally licensed and approved as well as free of any encumbrance, without giving rise to any rights of removal, demolition, return of expenses or compensation on behalf of ThPA SA. All additions, modifications or reforms and other interventions will remain in favor of ThPA SA, without any kind of compensation being paid to the Contractor, unless ThPA SA at its discretion requests the restoration of the space to its previous state.
- 14.9.3.** Similarly, the Contractor is obliged to deliver to ThPA SA, as above, any permits, approvals, studies, plans, equipment and network maintenance manuals, operating instructions for systems and machinery, etc., related to the installation and equipment, as well as any other document, public or private, related to their use and operation, as well as updated plans, studies, permits, etc. acquired under the contract.
- 14.9.4.** In the event that the Contractor does not deliver, for any reason, the conceded space to ThPA SA, in accordance with the above conditions, within the specified time, subject to the provisions specifically defined in the contract, for each day of delay, a sum equal to twice the Daily Consideration shall be due to ThPA SA, which will be calculated on the basis of the monthly consideration as formed at that time. In addition, the Letter of Guarantee of article 13 will be forfeited, as a penalty clause and non-documented damage. ThPA SA reserves, moreover, the right to take any legal action to receive the space, expelling the Contractor and any third party from the space, maintaining intact all its rights and claims against the Contractor deriving from the contract and the law.

#### **14.10. Termination of Contract**

The contract is terminated in accordance with the specific provisions therein, and in any case in the following cases:

- 14.10.1.** After the agreed duration thereof
- 14.10.2.** By a mutual agreement of the contracting parties

- 14.10.3.** By termination from ThPA SA, for an important reason and in any case if there is a breach of the Contractor's obligations, in accordance with the terms hereof and the contract, in particular in case of:
- non-compliance of the Contractor with their contractual obligations
  - refusal or delay on the part of the Contractor for a period of more than thirty (30) days to pay the monthly consideration in accordance with term 1.2.3
  - in any case provided for by the contract, in which case ThPA SA has the right to terminate the contract, with all the consequences to the Contractor provided herein and in the current legislation
  - the Contractor being declared bankrupt and/or in compulsory receivership and/or forced liquidation and/or suspension of operations and/or other insolvency proceedings or voluntary resolution and liquidation
  - a breach by the Contractor of conditions and restrictions provided for by written provisions (such as, indicatively, urban planning, health, police provisions etc.)
  - a breach by the Contractor of any terms and conditions of the Concession Agreement between the Hellenic Republic and ThPA SA (Law 4522/2018- GG 39<sup>A</sup>/07.03.2018) "Ratification of the Concession Agreement between the Hellenic Republic and ThPA SA), as amended and in force.
  - If, during the concession, there is a need to modify the terms of the contract on the part of ThPA SA, the Contractor shall be obliged to accept the amendment of the terms of this contract, in order to serve the new conditions and needs of ThPA SA.
  - In the event that serious operational needs of ThPA SA arise, requiring termination of the contract, ThPA SA has the right to terminate the contract unilaterally and without consideration, whereupon the Contractor shall be obliged, at one(1) month prior notice, to leave the conceded space and deliver it to ThPA SA at the condition that they received it, without claims for any form of compensation.

**14.11. Contractor's obligations**

Participants are obliged to know, inter alia, that the Contractor's obligations will include, but not limited to, the following:

**General Obligations**

- 14.11.1.** The Contractor assumes full and exclusive responsibility, care and cost for the execution of all works required for the maintenance-repair of the outdoor area, the tanks, the accompanying buildings and the equipment (including the underground pipes connecting to quaywall 15) including construction and electromechanical works. Prior to the execution of the works, all the required studies and plans shall be submitted to the Civil Works & Infrastructure Division of ThPA SA for approval. Possible remarks of the Civil Works & Infrastructure Division of ThPA SA shall be incorporated in the final studies with the care and responsibility of the Contractor. For the execution of the works, all the required permits and approvals shall be issued by the competent Authorities, with the responsibility, care and Cost of the Contractor. The maintenance-repair and operation of the space shall be fully lawful, in accordance with the applicable legislation and Regulations of ThPA SA and in accordance with the month Concession Agreement dated 02.02.2018 between the Hellenic Republic and ThPA SA, as in force.
- 14.11.2.** Any modifications that the Contractor will make in the context of maintenance-repair should preferably be of a light type, be removed without damage to the facility and equipment (including the underground pipes connecting to quaywall 15) and not affect its load-bearing structure. Upon termination or expiry of the contract, ThPA SA may request that the premises be restored to their original condition.
- 14.11.3.** The Contractor is obliged, before the commencement of any work, to proceed with the issuance of all legally required permits and approvals. The legally required permits that the Contractor must obtain include, among others, approvals from the Ministry of Shipping and Island Policy, as well as the permits
- approvals that are listed indicatively in this Call. Throughout the duration of the contract, the Contractor shall ensure that all required permits/approvals/certificates are kept in force and that the obligations arising thereof and the restrictions arising from the current legislation are met.
- 14.11.4.** The Contractor is obliged to operate the facility no later than one (1) month after the validation of the result of the Tender by the competent body of ThPA SA and the signing of the relevant contract.

- 14.11.5.** The Contractor undertakes the guarding, cleanliness and security of the conceded spaces, as well as their facilities. Furthermore, the Contractor undertakes the obligation to maintain and keep them in good condition and to comply with the instructions of the competent Departments of ThPA SA and of the Central Port Authority, as well as with all applicable Regulations of ThPA SA.
- 14.11.6.** Also, the Contractor shall take all appropriate measures to comply with labor law for the staff employed, health and safety provisions and the Workers' Health and Safety Regulation of ThPA SA. (Decision of the BoD/ThPA No. 2643/27.06.2005). For the execution of the works, an HSP (Health and Safety Plan), a Health and Safety File (HSF), a Risk Assessment, an Emergency Response Plan (ERP) must be submitted for approval to the Safety Technician of ThPA SA at the Contractor's responsibility, care and cost.
- 14.11.7.** The Contractor will be obliged to have all their technical staff and employees insured with EFKA or another insurance organization, as long as their staff is not covered by EFKA.
- 14.11.8.** The Contractor will be required to comply with the insurance obligations described in detail in this Call, as they will be terms included in the contract.
- 14.11.9.** The Contractor shall bear full and exclusive civil, criminal and administrative liability for compliance with the laws and applicable police, urban planning and other regulations and is obliged to immediately notify ThPA SA of the orders or instructions addressed or communicated to them during the duration of the contract, regarding inspection, security, noise pollution measures, etc. The Contractor is civilly and criminally liable for any violation and criminal act and is obliged to pay any amount that may be awarded even at the expense of ThPA SA.
- 14.11.10.** The Contractor has full and exclusive criminal, civil and administrative liability throughout the concession for any damage, loss, theft, death or physical injury that may occur to their or ThPA SA's personnel or the persons who will visit the conceded space or of any third party due to the actions of that person or of the staff employed by them or by any third party representing them. The Contractor is solely responsible for any loss or damage caused by an accident at work or not at work to the staff employed by them, by ThPA SA or any third party.
- 14.11.11.** The Contractor will appoint an Environmental Manager whose contact information will be communicated to the Department of Sustainable Development and Environmental Strategy of ThPA S.A., and who will be responsible for the following on a 24-hour basis:
- Taking all necessary measures to comply with the environmental terms provided for in the Decision for the Approval of the Environmental Terms for the operation of the port (Α.Π. ΥΠΕΚΑ/ΕΥΠΕ 203978/21-12-2012/ΑΔΑ:Β4ΜΛ0-ΕΡΞ) as well as the Approval of Environmental Terms for the Sodium Hydroxide (NaOH) Storage Facility at Pier 4 (Α.Π. 171836/02-04-2014/ΑΔΑ: ΒΙΗΦ0-ΝΔ1) as amended and currently in force.
  - Having the means and financial resources to repair the damage that may result from violations of environmental terms that will be due to his own actions.
  - Strict compliance with the regulations in force that impose the collection and legal treatment-disposal of all waste (petroleum, lubricants, sewage, waste, recyclable materials, packaging materials, bulky waste, etc.) that may arise from the operation of their business.
  - Efforts to reduce and save on electricity and water
  - He bears the full responsibility and cost of managing the waste that will result from the operation of their business and must keep the leased space clean and free of waste. In case of violation and pollution of the Port area by the Contractor's waste, the Contractor will be asked to undertake the costs and the management process. In case of refusal, a relevant complaint for pollution will be made to the Central Port Authority of Thessaloniki.
- 14.11.12.** ThPA SA bears absolutely no responsibility for any established violation of the environmental terms by the Contractor.
- 14.11.13.** ThPA SA does not bear any responsibility for managing the Contractor's waste and does not assume any costs of its waste management. ThPA SA offers exclusively the management of municipal non-hazardous waste (EWR: 20 03 01) which are collected through the metal bins it has.

- 14.11.14.** The Contractor will be solely responsible for the implementation of the designs/studies and for the quality and durability of the technical and construction works. The control during supervision and guidance, which may be exercised by ThPA SA, or any approvals of studies, technical descriptions, materials by ThPA SA, will not relieve the Contractor from their responsibility in any way.
- 14.11.15.** The Contractor shall take all the necessary safety measures and the required approvals and will carry out maintenance-repair works in a safe and professional manner, on days and hours that will not disturb the activity of ThPA SA's adjacent premises. The Contractor shall be solely responsible for the execution of the works and for the incorporated materials to be used, in accordance with the terms of the contract and other contractual documents. All temporary facilities required for the execution of works on the property will be erected at the expense and responsibility of the Contractor.
- 14.11.16.** The Contractor shall comply with the requirements of the Port Facility Security Plan (PFSP) of ThPA SA and the relevant instructions from the competent Security Department.
- 14.11.17.** The contractor is obliged to:
- place on the construction sites and the places where works are carried out signs and plates corresponding to the nature of the works being carried out (construction works, hydraulic works, E/M works, greenery works, etc.) according to a relevant signage study that will be prepared and after receiving the approval of the General Technical Division and the Safety Technician of ThPA SA.
  - keep these signs and plates in a fully functional state until the completion of the works
  - place automatic flashing signals (FLASH – LIGHTS) in places dangerous for traffic and, where necessary, to accept staff from ThPA SA to regulate traffic
  - take all the necessary and legally imposed security measures for the proper execution of the works, for the safety of their technical staff and third parties, and bear criminal and civil liability for any accident that may be due to the lack of compliance with safety measures or faulty compliance with the necessary safety measures.
  - place the necessary Prohibition, Hazard Identification and Safety Measures signage on the outside of the fence.
- 14.11.18.** The Contractor shall, during maintenance-repair works, take all necessary measures in order to ensure the implementation of the instructions of the Public Utility Companies and ThPA SA in relation to the technical requirements for the protection of their networks, when these may be affected by the construction of the project. The direct connection of the property to the networks of the Public Utility Companies and/or ThPA SA will be done at the responsibility and expense of the Contractor.
- 14.11.19.** The Contractor is solely responsible for the operation of the space, who will bear all costs. The Contractor is also obliged to submit the necessary applications with the required supporting documents for the supply and connection to the electricity, telephone, water, gas and other networks and to pay the necessary contributions to the Public Utility Companies and/or ThPA SA. ThPA SA will perform, under the expense of the Contractor, any required works for the provision of electricity, water supply, sewage and telecommunications networks in the conceded space. The creation of internal networks and facilities will be done with the care and cost of the Contractor.
- 14.11.20.** The Contractor shall bear the full costs of electricity, water and telephone/internet and other utilities. The Contractor shall be responsible for and bear the costs of the water supply, electricity supply and telephone & network connections of the conceded space, as well as the costs of maintenance and technical works that may be required for the proper operation of all types of electromechanical, hydraulic and all types of installations within the conceded space.
- 14.11.21.** The relocation of the temporary and final location of the connections of the Public Utility Companies' networks and any required sections to locate them will be carried out by the Contractor at their own responsibility and expense.
- 14.11.22.** Since, in the area where the conceded space is located, there are likely to be other facilities, invisible or visible (elements of network infrastructure, of any type, structure and infrastructure), owned by third parties or by ThPA SA, the Contractor shall proceed with all the necessary actions to protect

them. If they receive relevant instructions from ThPA SA or competent third parties to relocate them, the Contractor must comply without any compensation.

- 14.11.23.** All works will be carried out in a space located within the Port Land Zone. Consequently, the Contractor shall know and comply with this special regime and the Port Security Plan. During the works, the contractor must comply with all safety provisions on bringing tools and machinery in and out of the Port.
- 14.11.24.** The Contractor is obliged to comply with the provisions of labor and insurance legislation, with health and safety provisions, as well as with the provisions on occupational risk prevention, the provisions of environmental legislation and the Regulations of ThPA SA.
- 14.11.25.** The Contractor is obliged, throughout the concession, to abide by the relevant provisions of the Urban Planning, Price Control, Sanitary, Tax, Insurance and Port Authorities, as well as the instructions given to the Contractor in writing or orally.
- 14.11.26.** The Contractor is obliged to provide ThPA SA with the possibility to inspect the premises, to make observations / suggestions regarding the observance of the Environmental Terms of the Port of Thessaloniki, the orderly operation of the port, the state of maintenance of the property and the application of the legislation and shall comply, at their own care, responsibility and cost.
- 14.11.27.** ThPA SA reserves the right to check at any time compliance with the terms of the Contract to be signed. In the event of a breach of any of the above terms, which are all considered essential, ThPA SA may set a 15-day deadline for compliance with the relevant contractual obligation and, in the event of non-compliance, terminate the contract unilaterally and without extra charges, hence creating the obligation of immediate delivery of the space. The termination can be made by any appropriate means. In this case, the guarantee shall be forfeited in favor of ThPA SA, as a penalty clause and non-documented damage
- 14.11.28.** ThPA SA does not bear any responsibility for any loss of materials, parts, machines and tools of the Contractor, who must ensure that they are adequately and effectively guarded and will be responsible for any damage or loss.
- 14.11.29.** The Contractor guarantees the professional execution of the works. Also, the Contractor guarantees towards ThPA SA for any dispute by third parties, for reasons that will arise due to the works and will be settled at the Contractor's responsibility and expense.
- 14.11.30.** For the quality control of works, it is provided that, regardless of the internal quality controls that the Contractor will carry out, ThPA SA will be able to carry out controls and tests in order to verify compliance with the acceptance criteria of the specifications for works, materials and constructions.
- 14.11.31.** All materials that will be used to perform the works shall be of excellent quality and be subject to external quality control.
- 14.11.32.** All works shall be performed in accordance with the rules of art and science by qualified personnel in a manner that is technically flawless and in accordance with the terms of the contract.
- 14.11.33.** The Contractor shall be solely responsible and bear all costs for the proper performance of the works and their completion in a manner that will not create nuisance, damage or danger during their execution, to ThPA SA or any third party.
- 14.11.34.** The Contractor is obliged to maintain the conceded premises and its equipment clean and in good condition throughout the duration of the concession.
- 14.11.35.** The Contractor is obliged to take care of the cleanliness, security and safety of the conceded spaces, provide high-quality services and products and equip the space properly.
- 14.11.36.** The conceded right to use the space may be revoked by ThPA SA for reasons of national interest, defense and security of the country. In this case, the Contractor and any third party using the space must immediately leave the site, without any claim for compensation.
- 14.11.37.** The total or partial sub-concession of part or all of the conceded space, in any way, with or without consideration, as well as granting the use and exploitation to third parties in any way without ThPA SA's prior written consent, is absolutely prohibited.
- 14.11.38.** Any change in the shareholder or corporate composition of the Contractor by more than 50% shall be immediately notified to ThPA SA.

#### **14.11.39. Obligations in the context of future renovation**

In the event that ThPA SA proceeds in the future with a partial or total renovation of the surrounding area of the conceded property, in the context of the implementation of strategic development, ThPA SA:

- (1) reserves the right to utilize the adjacent areas and neighboring buildings at its absolute discretion.
- (2) shall notify the Contractor within a reasonable period of any required works and take, as far as possible, measures to limit the disturbance. It is clarified that the Contractor's approval/consent will not be required for the execution of said works, nor will the Contractor be entitled to request any reduction of the consideration or any kind of compensation, for the duration of the works.
- (3) reserves the right as to the possibility of future sharing of common costs (e.g. cleaning services, security, landscape, electric lighting, maintenance of common infrastructure and surrounding infrastructure). The sharing in this case will be made proportionally to all the users of the property located in the specific area of the port, with complete transparency and based on a relevant distribution table of the shared costs that will be drawn up with the care and responsibility of ThPA SA. In this case, the Contractor will be obliged to comply with the relevant procedure that will be decided and implemented.

#### **14.11.40. Financial object - Contractor's Payment**

All overhead and taxes, customs duties, fees, stamp duties etc. that may arise during the contract shall be the sole responsibility of the Contractor, including any VAT due and shall be borne by the latter.

14.11.40. The provisions for the "protection of commercial lease", as currently in force, do not apply to this contract.

#### **14.11.41. Insurance of the conceded space**

The Contractor is obliged, throughout the duration of the sub-concession, to take all appropriate measures to fully insure the conceded space against the risks indicated below and to maintain a corresponding insurance policy in force, with a reliable first-class insurance company. The minimum limits - and the types of insurance may change as they will be determined by ThPA SA before the contract is signed and the Contractor is obliged to accept them. The minimum limits and items may also be changed during the validity of the contract, indicatively in case of changes in conditions, legislative provisions, etc., and the Contractor is obliged to accept them.

#### **14.11.42. Insurance of Technical projects**

For the maintenance-repair period and the works, indicatively renovations/reconstructions/improvements in the conceded space, the minimum limits of the insurance as well as the types of insurance will be determined by ThPA SA before signing the contract depending on the nature of the works, the value of the contract and the duration of the project. Indicatively, the insurance coverage of technical projects against all risks with a C.A.R insurance policy is mentioned, including the General Civil Liability and Employer's liability on the project.

#### **14.11.43. Insurance during the period of operation**

The minimum limits of the insurance as well as the types of insurance will be determined by ThPA SA before signing the contract according to the nature and activity of the use, in order to adjust the sizes of the limits and/or any particularities in the coverage accordingly. Indicatively, we mention the insurance for the coverage of Fire & Work Stoppage, General Civil Liability & Employer's Liability, Employer's Civil Liability. In addition, the Cross Liability condition will apply and ThPA SA shall be listed as a co-insured on the General Liability Policy.

In any case, at least the following shall apply:

General civil liability and employer's liability:

- i. General Civil Liability, including risks depending on the intended use, as well as product liability and material damage due to fire, explosion, short circuit, against third parties but also Care, Custody & Control liability extension.

Liability limits, at a minimum:

€ 1,000,000.00 per incident

€ 2,000,000.00 for the entire annual insurance period

ii. Employer's civil liability:

€ 1,000,000.00 per incident and annually for the entire insurance period

Maximum Liability Limit of an Insurance Policy for the entire annual duration of the insurance:

€ 2,000,000.00

**14.11.44. Vehicle insurance**

The Contractor is obliged throughout the duration of the concession to insure all vehicles, leased, owned or not, with a coverage limit for each event or incident as provided for each time by Greek legislation and currently €1,300,000.00 for material damage and €1,300,000.00 per person. In particular, for machinery used to provide the Services (project machinery, etc.), insurance should be extended to cover any liability that may arise from their use as machinery.

**14.11.45. Environmental Liability**

**THE CEO OF ThPA S.A.**

**IOANNIS TSARAS**

ANNEX 1 (Letter of Guarantee Template)

ANNEX 2 (Performance Guarantee Template)

ANNEX 3A and 3B (Floor plan of the conceded space)

ANNEX 4( INFORMATION DOCUMENT FOR THE PROCESSING OF PERSONAL DATA)