



GENERAL ADMINISTRATIVE DIVISION  
REAL ESTATE DEPARTMENT

Thessaloniki, 08/06/2026

**TED RE 001/2026**

**OPEN TENDER NOTICE**

**“SUB-CONCESSION OF THE USE OF SHED Y3**

**OPPOSITE WAREHOUSE 20 OF THE PORT OF THESSALONIKI,**

**FOR DEVELOPMENT AND OPERATION FOLLOWING RESTORATION AND RECONSTRUCTION”.**

<b>OPEN INVITATION</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY S.A. (ThPA S.A.)</b> Main activity: Port Services Address: Within Thessaloniki Port Postal Code: 54625, Municipality of Thessaloniki Tel.: 2310593118 Email address: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Address: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for Submission of Offers</b>	<b>29/06/2026</b>
<b>Deadline for Submission of Clarification Requests</b>	<b>22/06/2026</b>
<b>Award Criterion</b>	Most advantageous financial offer
<b>Duration of the Sub-concession Agreement</b>	Five (5) years with the possibility of extension for an additional five (5) years.
<b>Contact for Information / Clarifications</b>	<b>Regarding the Tender Procedure</b> Name: Nikolaos Ypsilantis E-mail: <a href="mailto:nypsilantis@thpa.gr">nypsilantis@thpa.gr</a> Telephone: +302310593139 <b>Regarding Technical Matters</b> Name: Ioannis Papageorgiou E-mail: <a href="mailto:ipapageorgiou@thpa.gr">ipapageorgiou@thpa.gr</a> Telephone: +302310593374

## **DEFINITIONS**

**The terms used in this Tender Notice shall have the meanings set out below.**

### **1.1.1 Phase A or Construction Works**

The restoration and reconstruction of the Sub-concession Area in accordance with the Contractor's Binding Investment, pursuant to the provisions of this Tender Notice and the Agreement.

### **1.1.2 Contractor**

The successful Bidder selected by ThPA S.A. following the Tender, who shall enter into the Agreement for the sub-concession of the Sub-concession Area with ThPA S.A.

### **1.1.3 Development Program and Management Study (Master Plan)**

The Development Program and Management Study (Master Plan) of the Port of Thessaloniki approved by Presidential Decree No. 12/2025 (Government Gazette A' 18/10.02.2025), as in force from time to time.

### **1.1.4 Open Tender Procedure or Tender**

This Open Tender Procedure announced by ThPA S.A., in accordance with the Sub-concessions Regulation, concerning the "Sub-concession of the use of Shed Y3 opposite Warehouse 20 of the Port for development and operation following restoration and reconstruction."

### **1.1.5 Eligible institutions**

Creditworthy and recognized Monetary Financial Institutions authorized to issue letters of guarantee and lawfully operating within the EU and the EEA.

### **1.1.6 Phase B**

The development and operation of the Sub-concession Area in accordance with the provisions of this Tender Notice and the Agreement.

### **1.1.7 Binding Investment**

The value of the Construction Works, including in all cases the works constituting the Minimum Physical Scope of Works, which the Contractor commits to implement in accordance with its Offer.

### **1.1.8 Tender Notice**

This tender notice for the award of the "*Sub-concession of the use of Shed Y3 opposite Warehouse 20 of the Port of Thessaloniki for development and operation following restoration and reconstruction.*"

### **1.1.9 Sub-concession Duration**

The duration of the Agreement as defined in Clause 1.3 of this Tender Notice.

### **1.1.10 Tender Documents or Documents**

The documents referred to in Clause 7 of this Tender Notice.

**1.1.11 Phase A Performance Letter of Guarantee**

Has the meaning assigned to it in Clause 13.2 of this Tender Notice.

**1.1.12 Phase B Performance Letter of Guarantee**

Has the meaning assigned to it in Clause 13.3 of this Tender Notice.

**1.1.13 Participation Letter of Guarantee**

Has the meaning assigned to it in Clause 6 of this Tender Notice.

**1.1.14 Minimum Binding Investment**

The minimum value of the Minimum Physical Scope of Construction Works required for the admissible submission of an Offer, as defined in Clause 1.4 of this Tender Notice.

**1.1.15 Minimum Physical Scope of Construction Works**

The Construction Works which the Contractor commits, at minimum, to implement and which include:

- restoration and reconstruction of the Sub-concession Area,
- configuration of the Sub-concession Area,
- installation of the required fire protection systems,
- any required equipment.

**1.1.16 Minimum Financial Consideration**

The minimum financial consideration, plus any taxes, duties or other lawful charges, required for the admissible submission of an Offer, as defined in Clauses 1.5.1.2 and 1.5.1.3 of this Tender Notice.

**1.1.17 Tender Committee or Sub-concession Committee**

Has the meaning assigned to it in Clause 11 of this Tender Notice.

**1.1.18 Works for Electricity, Water Supply, Telecommunications and Internet Access**

All required works for the provision of electricity, water supply, telecommunications and internet access to the Sub-concession Area, which shall be executed by ThPA S.A. at the Contractor's expense, in accordance with Clauses 1.4.6 and 15.7.19 of this Tender Notice.

**1.1.19 Delivery Date**

The date on which ThPA S.A. delivers the Sub-concession Area to the Contractor.

**1.1.20 Submission Date**

The date of submission of an Offer by a Participant in this Tender.

**1.1.21 Sub-concessions Regulation**

The Regulation for the Award of Sub-concession Agreements, enacted pursuant to Article 9 paragraph 3 of the Concession Agreement and approved by the Board of Directors of ThPA S.A. on 16.12.2020, as amended and in force, and published on the ThPA S.A. website.

#### **1.1.22 Financial Consideration**

The amount payable by the Contractor to ThPA S.A., plus any taxes, duties or other lawful charges, as monthly consideration for the Sub-concession, in accordance with Clause 1.5 of this Tender Notice.

#### **1.1.23 Grace Period**

The period during which the Contractor is exempt from the obligation to pay the Financial Consideration in accordance with Clause 1.5.1.7.

#### **1.1.24 Offer Submission Deadline**

The deadline for the submission of Offers by Participants, as defined in Clause 3.1.1 of this Tender Notice.

#### **1.1.25 Offer or Offer File**

The complete set of information, documents and data to be submitted by Participants in the context of the Tender, in accordance with the terms of this Tender Notice.

#### **1.1.26 Preferred Bidder**

Has the meaning assigned to it in Clause 11.7 of this Tender Notice.

#### **1.1.27 Delivery – Acceptance Termination Protocol**

The protocol to be signed upon termination of the Agreement, in accordance with Clause 13.3.4 of this Tender Notice.

#### **1.1.28 Phase A – Construction Works Certification Protocol**

The protocol to be signed by the Contractor and ThPA S.A., certifying the implementation of the Binding Investment carried out in the Sub-concession Area, in accordance with Clause 1.4.6.

#### **1.1.29 Sub-concession Agreement**

The agreement to be signed between ThPA S.A. and the Contractor for the Sub-concession of the Sub-concession Area.

#### **1.1.30 Concession Agreement or C.A.**

The Concession Agreement dated 02.02.2018 between the Hellenic Republic and ThPA S.A., ratified by Law 4522/2018 (Government Gazette A' 39), as amended and in force.

For the avoidance of doubt, any reference to the Concession Agreement includes the ratifying Law 4522/2018, as amended and in force.

#### **1.1.31 Participant**

Any legal entity or Association of Economic Operators submitting an Offer in this Tender.

#### **1.1.32 Solemn Declaration**

The solemn declaration pursuant to Article 8 paragraph 2 of Law 1599/1986 with certification of signature authenticity by a competent authority or digitally issued via the

platform <https://www.gov.gr/>. In the case of foreign applicants or declarants, “Solemn Declaration” shall mean a sworn affidavit or declaration before a competent judicial or administrative authority or notary public, according to the legislation of the country of establishment.

### **1.1.33 Sub-concession**

The grant by ThPA S.A. to the Contractor of the exclusive right of possession and use of the Sub-concession Area for the use of Shed Y3 opposite Warehouse 20 of the Port for development and operation following restoration and reconstruction, in exchange for the implementation of the Binding Investment and the payment of the Financial Consideration, in accordance with the Agreement.

### **1.1.34 Sub-concession Area**

The areas constituting the object of the Sub-concession, as defined in paragraph 1.1.1 and illustrated indicatively in the Floor Plan and Topographical Diagram attached as Annex 4 of this Tender Notice.

### **1.1.35 Land Zone of the Port of Thessaloniki**

All land areas within the Port Area, as defined in paragraph 1 of Article 3 of Law 4522/2018 (Government Gazette A’ 39) and Clause 3.2 of the Concession Agreement.

## **ARTICLE 1 – Subject Matter**

### **1.1 Subject Matter of the Tender**

ThPA S.A., which has entered into the Concession Agreement with the Hellenic Republic, pursuant to which it may grant sub-concessions to third parties for the use and operation of sections of the Port Zone in accordance with Articles 9.3 and 12 thereof, hereby conducts an open tender for the sub-concession of the use of the Sub-concession Area for development and operation following restoration and reconstruction, in accordance with the above Concession Agreement, the Sub-concessions Regulation and the following terms.

#### **1.1.1. Description of the Sub-concession Area**

The Sub-concession Area consists of the following:

- (a) The building “Shed Y3” [Building No. 20, according to the Development Program and Management Study (Master Plan) of the Port of Thessaloniki approved by Presidential Decree No. 12/2025 (Government Gazette A’ 18/10.02.2025)] located opposite Warehouse 20 between Pier 2 and Pier 3, within the Land Zone of the Port of Thessaloniki. The building, with a total covered area of 418 sq.m., was constructed in 1963. It is currently used as a storage facility. The structure includes configured storage spaces, and its load-bearing structure consists of reinforced concrete with brick masonry and concrete infill, while the roof is metallic.

The “Shed Y3” building is located within the Passenger Port Zone (Zone A), specifically in Sub-zone A2 and in Building Area A2.3. The approved land uses and building terms/restrictions in Building Area A2.3 of Sub-zone A2 of the land zone of the Port of Thessaloniki were determined by the Development Program and Management Study (Master Plan) of the Port of Thessaloniki approved by Presidential Decree No. 12/2025 (Government Gazette A’ 18/10.02.2025). The permitted land uses within Sub-zone A2

include, among others, “warehouses”; therefore, the current use of the building is compatible with the applicable regulatory framework.

The “Shed Y3” building lies within the Historical Site of the Historic Center of Thessaloniki (Ministerial Decision 1994 Government Gazette 833B, Ministry of Culture designation of the historic center of Thessaloniki as a historic site).

The “Shed Y3” building has been exempted from demolition pursuant to Decision No. 8689PE/22.01.2008 of the Region of Central Macedonia regarding exemption from demolition.

For the legalization of the building, Building Permit No. 123/2011 was issued under the title: “LEGALIZATION (ARTICLE 22 – GBC) OF A COMMERCIAL WAREHOUSE – PROFESSIONAL PREMISES (BUILDING 20), ThPA According to the above building permit, the use of the building is commercial warehouse – professional premises.

If a building permit for change of use of the Sub-concession Area is required, it shall be issued in the name of the Contractor.

- (b) The surrounding outdoor area adjacent to the building, with a total surface area of 217.12 sq.m., functionally connected to the “Shed Y3” building.
- 1.1.2.** The Sub-concession Area is illustrated in the Floor Plan and Topographical Diagram attached to this Tender Notice and forming an integral part thereof (ANNEX 4).
- 1.1.3.** The Tender Procedure concerns the Sub-concession Area (building and adjacent outdoor area) as described above. The Sub-concession Area shall be delivered by ThPA S.A. to the Contractor free for use, in its current condition. The complete equipment, organization and operation of the Sub-concession Area shall be at the Contractor’s expense.
- 1.1.4.** The use of the Sub-concession Area must at all times be compatible with the permitted uses defined in the Development Program and Management Study (Master Plan). If the Offers submitted by Participants propose uses not provided for or incompatible with the Development Program, ThPA S.A. may reject such Offers at its discretion.  
For the area in which the Sub-concession Area is located, Environmental Terms Approval Decision No. 203978/21.12.2012 concerning the “Operation of the Port of Thessaloniki,” as amended and in force, shall apply.
- 1.1.5.** It is clarified that ThPA S.A. shall bear no responsibility for any discrepancies between the actual dimensions of the Sub-concession Area and those shown in the Floor Plan and drawings included in ANNEX 4. Participants are required to verify the Floor Plan and drawings on site before submitting their Offer, exclusively at their own responsibility. Participants must, at their own care and responsibility, obtain full knowledge of the location, dimensions, design, construction, condition and capabilities of the Sub-concession Area prior to submission of their Offers.
- 1.1.6.** Participants may visit the Sub-concession Area accompanied by a representative of THPA S.A., following written request submitted to the email addresses referred to in Clause 5.1.b. Site visits shall be conducted separately for each Participant submitting such request and always in accordance with the principles of equal treatment, non-discrimination and transparency. Each Participant may be accompanied by a technical advisor of their choice. Representatives of ThPA S.A. shall not be obliged to answer questions, and ThPA S.A., its representatives and any consultants shall bear no liability for any response provided to a Participant’s questions, nor for any misunderstanding, incorrect impression, error, inaccuracy or omission regarding the evaluation of the Sub-concession Area, facilities and equipment resulting from the site visit.

## **1.2. Essential Obligations of the Contractor**

- 1.2.1.** Subject to the obligation of ThPA S.A. to undertake any action within its exclusive sphere of control required for the fulfillment of the Contractor’s obligations under the Sub-concession Agreement (e.g. within the framework of concession with execution of works under Article

24 of Law 2971/2001, etc.) and the provisions specifically set out in Article 14 hereof, the Contractor shall, at its own responsibility and expense, secure all necessary approvals, permits, authorizations and/or certifications and proceed with all necessary notifications for the execution of the Construction Works. The Contractor shall undertake, indicatively and not restrictively, the following:

- preparation of all studies and execution of all actions and procedures required for the timely issuance of all licenses, approvals, certificates and authorizations provided under applicable legislation for the internal arrangement, full and proper restoration, reconstruction, maintenance, repair, completion, operation and exploitation of the premises.

The issuance of all licenses and approvals may include, among others:

- approval for execution of construction works by the Minister of Maritime Affairs and Insular Policy pursuant to Article 46 of Law 4150/2013,
- issuance of a building permit by the competent Urban Planning Authority following approval by the General Secretariat for Ports and Port Policy of the Ministry of Maritime Affairs and Insular Policy pursuant to Article 9 paragraph 3 of Article 9 of the Law 2987/2002,
- approval by the Architectural Council and the Service of Modern Monuments for interventions on the building shell or change of building use, since the property lies within the Historic Site of the Historic Center of Thessaloniki,
- notification of the competent services of the Ministry of Culture prior to commencement of works (Ephorates of Antiquities of Thessaloniki City and Underwater Antiquities), pursuant to Presidential Decree No. 12/2025,
- permits regarding traffic studies,
- approvals from the Fire Service,
- wastewater connection and disposal permits from EYATH S.A., (GG 4252B/2021 and 2161B/2017)
- environmental licensing pursuant to Law 4014/2011, and so on

All the above are the exclusive responsibility of the Contractor, who shall not be entitled to invoke delays or request exemption from or reduction of the obligation to pay the Financial Consideration.

- execution of all Construction Works and operation and maintenance of the infrastructure of the Sub-concession Area,
- installation of all required fire protection systems,
- maintenance of the Sub-concession Area, including ordinary, preventive and corrective maintenance, major maintenance and periodic replacement/renewal of equipment and facilities so that the premises remain fully suitable for the use proposed by the Contractor and approved by ThPA S.A.,
- the obligation to implement the Binding Investment, in accordance with the terms hereof,
- the payment of the Financial Consideration to ThPA S.A. throughout the entire duration of the concession, in accordance with the terms of this Tender Notice and the Agreement. The payment of the consideration to ThPA S.A. by the Contractor shall be made uninterruptedly even in the event that the studies and/or licensing and/or configuration works are not completed and/or for any reason the use of the Sub-concession Area by the Contractor becomes impossible.
- the financing of all studies, approvals, licensing procedures and Construction Works within the Sub-concession Area through own funds,
- the insurance coverage of the Sub-concession Area, in accordance with the specific provisions set forth in the Tender Notice,

- the delivery of the Sub-concession Area to ThPA S.A., upon expiration or for any reason termination of the Agreement, in excellent operational condition, in accordance with Clause 15.5 hereof.

**1.2.1.1.** The Contractor shall deliver to ThPA S.A.:

- Prior to the commencement of the Construction Works, copies of approvals, licenses and other related documents, together with all approved and certified studies.
- Prior to the commencement of operation of the premises, copies of approvals, licenses and other related documents.
- Upon completion of the Construction Works, a complete set of drawings (general, special and detailed) of the Sub-concession Area showing the dimensions as actually implemented, as well as a report accurately describing the aforementioned works, any issues that arose and the manner in which they were addressed. Additionally, electronic files of the drawings in DWG and PDF format, and of the technical reports and technical specifications in DOC and PDF format.
- Upon completion of the Construction Works, as-built drawings of the electromechanical (E/M) installations at a scale of 1:50 or 1:100, as actually executed, including detailed layout and construction diagrams of the installations and floor plans indicating the position, dimensions and interconnection of the structures, machinery, networks, etc.
- Upon completion of the Construction Works, operation, maintenance and spare parts manuals, manuals and any installation instructions for equipment and machinery, including electromechanical installations, quality control certificates and warranties for the individual constructions and the above machinery. Photographs documenting the various stages of the construction works, starting from the existing condition.

All studies shall be submitted for approval and issuance of the required permits to the competent Public Authorities, following review, inspection and approval by the Technical Directorate and/or any other competent Division/Department of ThPA S.A.; such approval shall not release the Contractor from its obligations and liabilities under this Tender Notice and the Agreement.

**1.3. Duration**

- 1.3.1.** The duration of the Sub-concession shall be five (5) years, commencing from the date of signing of the Sub-concession Agreement.
- 1.3.2.** The duration of the Sub-concession may be extended for up to five (5) additional years by decision of the competent body of ThPA S.A., following a written request by the Contractor submitted at least three (3) months prior to the expiration of the Sub-concession Agreement, taking into account the investments carried out by the Contractor.
- 1.3.3** During the extension period, the Sub-concession Agreement shall remain in force under substantially the same terms.

**1.4. Binding Investment**

- 1.4.1.** The Contractor is obliged to carry out a Binding Investment, which shall be determined by its Offer in accordance with Clause 8.3 hereof and which, in any case, shall not be less than the Minimum Binding Investment, set at the amount of eighty thousand Euros (€80,000.00).
- 1.4.2.** Any Offer including an investment amount lower than the Minimum Binding Investment shall be considered inadmissible and shall be rejected.
- 1.4.3.** The Contractor assumes the risk of recovering the cost of the Binding Investment through the commercial exploitation and utilization of the Sub-concession Area.
- 1.4.4.** In order to verify the degree of compliance of the Contractor with its obligations regarding the Binding Investment, the Contractor shall provide ThPA S.A. with copies of all invoices,

supporting documents and records (delivery notes, etc.) deemed necessary by ThPA S.A. in order to assess and confirm the completion of the Binding Investment.

- 1.4.5.** The value of the Binding Investment shall be certified by ThPA S.A. on the basis of the relevant invoices, supporting documents and records, through a relevant Phase A – Construction Works Certification Protocol to be signed by the contracting parties.
- 1.4.6.** It is expressly stipulated that, in addition to the amount of the Binding Investment, the Contractor shall fully undertake the expenses for the execution of the works related to the provision of electricity, water supply, telecommunications and internet access, in accordance with Article 15.7.19 of this Tender Notice. The cost of the above works is indicatively estimated at a minimum amount of fifty thousand Euros (€50,000.00) and shall not be included in the Binding Investment.

### **1.5. Financial Consideration and Payment of Consideration**

- 1.5.1.1.** The Financial Consideration constitutes part of the Offer, in accordance with Clause 8.3 hereof, and includes the monthly consideration, namely the amount offered by the participants per month, plus any applicable VAT.
- 1.5.1.2.** The Minimum Financial Consideration is defined as follows:
  - (a) for the building “Shed Y3”, in accordance with the amounts per sq.m. per month provided in the published Space Usage Tariff of ThPA S.A., depending on the use or uses of the Sub-concession Area proposed by the Participant, plus any applicable VAT.
  - (b) for the adjacent outdoor area, in the amount of two Euros and fifty cents per square meter per month (€2.50/sq.m./month), plus any applicable VAT
- 1.5.1.3.** In any case, the Financial Consideration may not be lower than the Minimum Financial Consideration, as defined in Clause 1.5.1.2 of this Tender Notice.
- 1.5.1.4.** Any Offer including Financial Consideration lower than the above Minimum Financial Consideration shall be considered inadmissible and shall be rejected.
- 1.5.1.5.** The Financial Consideration shall include a provision for annual percentage adjustment of at least 1% plus the Consumer Price Index (CPI). In the event of a negative Consumer Price Index value, such value shall be deemed zero and only the stipulated increase shall apply. Under no circumstances may the Financial Consideration be reduced compared to the previous year. The adjustment clause shall apply after completion of the first calendar year of the concession and for each subsequent year. The increase shall be calculated on the basis of the immediately preceding applicable Financial Consideration.
- 1.5.1.6.** ThPA S.A. grants the Contractor a grace period of one (1) month for the commencement of payment of the consideration, starting from the date of signing of the Agreement. Upon expiration of the grace period, the Financial Consideration shall become payable by the Contractor, even if for any reason the studies and/or licensing and/or Construction Works have not been completed and/or the Contractor does not exploit/use the Sub-concession Area for any reason.
- 1.5.1.7.** The monthly consideration shall be prepaid into a bank account of ThPA S.A. at the beginning of each month, at which time the relevant invoice shall be issued and must be paid no later than thirty (30) days after issuance. For amounts not paid within thirty (30) days from the invoice issuance date, interest shall be imposed at a rate equal to 5 percentage points above the applicable 1-week EURIBOR rate.
- 1.5.1.8.** The Financial Consideration does not include taxes, duties, withholdings or any other charges which by law burden the Contractor. The Financial Consideration shall also not include utility service expenses, and the Contractor shall remain solely liable for payment of all expenses related to utilities (such as water supply, electricity, telecommunications, etc.) concerning the Sub-concession Area.

- 1.5.1.9.** The Contractor shall in all cases owe the Financial Consideration, and the relevant obligation shall exist irrespective of whether the economic exploitation of the Sub-concession Area proves successful or profitable for the Contractor. The Contractor assumes the operational risk, without any guarantee being provided for recovery of all expenses incurred. ThPA S.A. shall bear no liability toward the Contractor nor be obliged to refund any amounts spent by the Contractor.
- 1.5.1.10.** The Contractor assumes the risks arising from the institutional and legal framework, namely the risks related to the applicable legislation and the procedures and conditions it provides for implementation of the subject matter hereof. The risk of failure to obtain the necessary approvals, permits and certifications is assumed entirely and exclusively by the Contractor. The Contractor is obliged to make the necessary adjustments and modifications to its design for the licensing requirements of the intended use of the Sub-concession Area, following approval by the Technical Division of ThPA S.A. ThPA S.A. undertakes no commitment, obligation or liability in relation to any issue concerning the issuance, extension, revision or maintenance in force of the required permits, certifications and approvals, or any prohibition or restriction in any way imposed on the operation of part or all of the Sub-concession Area through such permits and/or approvals and/or certifications throughout the Sub-concession Duration.

## **Article 2 - Right to Participate**

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- 2.1.** The right to participate in the tender is granted to economic operators, whether natural or legal persons established in Greece and/or in another Member State of the European Union or the European Economic Area, as well as associations of economic operators, who:
- 2.1.1.** are not subject to bankruptcy, liquidation, compulsory administration, suspension of payments, bankruptcy compromise, rehabilitation proceedings, suspension of business activities, and against whom no proceedings for declaration of bankruptcy, liquidation, compulsory administration or similar proceedings have been initiated, and who are not subject to any other legal restrictions on their operation.
- 2.1.2.** have not been irrevocably convicted, in the case of natural persons, or whose legal representatives and the natural persons exercising management thereof, in all other cases, 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 organized crime (OJ 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 European Union (OJ C 195, 25.06.1997, p.1) and Article 2 paragraph 1 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.07.2003, 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 public officials), 237 paragraphs 2-4 (bribery of judicial officials), 237A paragraph 2 (trading in influence – intermediaries), and 396 paragraph 2 (private sector bribery) of the Greek Penal Code.
  - (c) fraud affecting the financial interests of the European 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 (L 198/28.07.2017), as well as the offences under Articles 159A (bribery of political officials), 216 (forgery), 236 (bribery of public officials), 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-related fraud), and

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 such offences are directed against or connected with 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 protection of the financial interests of the European Union) of Law 4689/2020 (Government Gazette 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 (OJ L 88/31.03.2017), or incitement, aiding and abetting, or attempt to commit such offences, as defined in Article 14 thereof, as well as the offences under Articles 187A and 187B of the Greek Penal Code, and the offences under Articles 32–35 of Law 4689/2020 (Government Gazette A' 103).
- (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 into Greek law by Law 3691/2008 (Government Gazette A' 166), replacing the relevant provisions of Law 2331/1995 (Government Gazette A' 173).
- (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 (OJ L 101 of 15.04.2011, p.1), as well as the offences under Article 323A of the Greek Penal Code (human trafficking).
- (g) embezzlement (Article 375 Greek Penal Code),
- (h) fraud (Articles 386–388 Greek Penal Code),
- (i) extortion (Article 385 Greek Penal Code),
- (j) forgery (Articles 216–218 Greek Penal Code),
- (k) perjury (Article 224 Greek Penal Code),
- (l) bribery (Articles 235–237 Greek Penal Code),
- (m) bankruptcy offences (Article 197 of the Bankruptcy Code, Law 4738/2020/Government Gazette A207/27.10.2020), or offences of a similar nature under foreign legal systems according to the law of the country of establishment.

**2.1.3.** They are tax and social security compliant.

**2.1.4.** In the event of submission of an offer by an association of economic operators, the above requirements under Clauses 2.1.1, 2.1.2 and 2.1.3 must be fulfilled by each member of the association.

**2.1.5.** 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.

**2.1.6.** Associations of economic operators, including temporary consortia, are not 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.

### **ARTICLE 3 – Method & Time of Submission of Offers**

**3.1.1** Offers shall be submitted electronically by the participants no later than **29/06/2026 at 15:00 (local time)**, free from any term, condition, reservation or qualification, to the email addresses [nypsilantis@thpa.gr](mailto:nypsilantis@thpa.gr) and [retenders@thpa.gr](mailto:retenders@thpa.gr), by sending an encrypted/compressed file folder. Transmission of large-size files (over 20MB) shall be made through the WeTransfer online file-sharing application instead of electronic mail. The password shall be sent to the above email addresses after expiration of the deadline for submission of offers, following relevant notification by the participants.

- 3.1.2.** Alternatively, Offers may be sent by post or submitted in a physical envelope to the Corporate Governance Department of ThPA S.A., Technical Services Building of ThPA S.A., 1st floor, near Gate 11 (within the Port), Postal Code 54627 Thessaloniki, Tel. 2310-593118, within the aforementioned deadline, in a sealed envelope bearing the indication: “Participation File for **ThPA S.A. Tender TED RE 001/2026**”.
- 3.2.** The Offer File shall include two (2) sealed sub-folders:  
(A) the “Participation Documents – Technical Offer” Sub-folder, and  
(B) the “Financial Offer” Sub-folder.  
Each of the two (2) Sub-folders shall separately bear the corresponding title: “Participation Documents – Technical Offer” and “Financial Offer”.  
Participants choosing postal submission or submission of a physical hard-copy file are also required to submit an electronic storage medium (USB) containing the contents of the two (2) above Sub-folders in electronic format. Each Sub-folder shall contain the corresponding electronic storage medium therein.
- 3.2.1** In the event of discrepancies between the hard-copy material and the electronic version, the hard-copy version shall prevail.
- 3.3.** After expiration of the submission deadline date and time, submission of Offers shall no longer be possible. Offers submitted late shall not be taken into consideration.
- 3.4.** Alternative offers, conditional offers, counter-offers, amendments to offers, or any proposals capable of being characterized as counter-offers shall not be considered and shall be rejected.
- 3.5.** Participants are responsible for, accept and assume the risk for any event, including force majeure, which may result in untimely, incomplete or improper submission of the Offer.
- 3.6.** It is expressly clarified that this Tender Notice does not constitute an invitation to conclude a contract, and the dispatch/submission of an Offer shall in no way imply any obligation on the part of ThPA S.A. to accept it.

#### **ARTICLE 4 – Extension, Interruption, Postponement, Repetition, Cancellation or Annulment of the Tender**

- 4.1.** ThPA S.A. reserves the right at any stage of the procedure to extend the deadline for submission of Offers, amend or supplement the Tender Documents, or cancel the tender and, until execution of the Sub-concession Agreement, to interrupt, postpone, repeat and/or annul the award procedure, without liability for compensation toward ThPA S.A., following notification to the participants.
- 4.2.** Participants take part in the tender procedure at their own responsibility and shall not be entitled to any compensation for expenses related to their participation in the tender procedure and the preparation and submission of their Offer.

#### **ARTICLE 5 – Requests for Clarifications Regarding the Tender Notice**

- 5.1.** Requests for clarifications shall be submitted electronically no later than five (5) working days prior to expiration of the deadline for submission of Offers, as follows:  
(a) questions regarding the tender procedure shall be submitted to the email address [nypsilantis@thpa.gr](mailto:nypsilantis@thpa.gr) with copy to the email address [ipapageorgiou@thpa.gr](mailto:ipapageorgiou@thpa.gr)  
(b) questions regarding technical matters shall be submitted to the email address [ipapageorgiou@thpa.gr](mailto:ipapageorgiou@thpa.gr) with copy to [nypsilantis@thpa.gr](mailto:nypsilantis@thpa.gr).
- 5.2.** Requests for clarifications submitted in any other manner shall not be examined.
- 5.3.** Requests for clarifications submitted after expiration of the above deadline shall not be answered.
- 5.4.** Clarifications shall be uploaded to the ThPA S.A. website.
- 5.5.** The responses/clarifications shall be deemed Tender Documents. Participants may not rely on oral responses or clarifications.

## **ARTICLE 6 – Participation Letter of Guarantee**

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**6.1.** Participation Letter of Guarantee (LoG) shall be issued by Acceptable Institutions.

**6.2.** The letters of guarantee shall include at least the following elements:

- the date of issue,
- the issuer,
- the beneficiary,
- the entity to which they are addressed (Thessaloniki Port Authority S.A.),
- the Letter of Guarantee number,
- the guaranteed amount,
- the full corporate name, VAT number and address of the participant in whose favor the guarantee is issued,
- the following terms:
  - o the guarantee is provided irrevocably and unconditionally and the issuer waives the rights of division and discussion,
  - o the details and deadline date of the Tender,
  - o the expiry date or validity period of the guarantee,
  - o the issuer's undertaking to pay the guaranteed amount in whole or in part within three (3) days following simple written notice from the beneficiary.

**6.3.** In the case of associations of economic operators, a Participation Letter of Guarantee shall be submitted under the above conditions, either as a single joint guarantee issued in favor of all members jointly and severally, or separately by each participating economic operator.

**6.4.** In case of extension of the validity of the Offer pursuant to Article 9, the Participant shall, under penalty of exclusion, renew the validity of the Participation Letter of Guarantee or submit a new Participation Letter of Guarantee under the same terms no later than five (5) working days from written notification by ThPA S.A.

**6.5.** Offers without the appropriate guarantee shall be rejected as inadmissible.

**6.6.** The Participation Letter of Guarantee must amount to the equivalent of three (3) months of the offered consideration, must specify that it is issued for participation in the present tender procedure for execution of a Sub-concession Agreement, and must remain valid for at least 180 calendar days from the expiry of the Offer submission deadline, according to the attached template (ANNEX 1).

**6.7.** The Participation Letter of Guarantee shall be forfeited in favor of ThPA S.A. if, while valid:

- (i) the Participant withdraws its Offer after submission,
- (ii) the Preferred Bidder fails to timely submit the award supporting documents pursuant to Clause 12.1, or fails to appear for execution of the Sub-concession Agreement and/or takeover of the premises, or expressly or tacitly refuses to sign the relevant Agreement and/or receive the premises within the prescribed deadline,
- (iii) the Participant fails to renew its validity where deemed necessary,
- (iv) ThPA S.A. determines that the Participant provided false data or information regarding the Participation Documents.

**6.8.** The Participation Letter of Guarantee shall be returned

- (i) to the Contractor, no later than five (5) working days following submission of the Performance Letter of Guarantee.
- (ii) to the remaining Participants, no later than five (5) working days after execution of the Agreement with the Contractor.
- (iii) at earlier award stages, to Participants whose Offers are rejected.

**6.9.** A template of the Participation Letter of Guarantee is attached as ANNEX 1.

- 6.10.** In the case of electronic submission of the Offer, the original Participation Letter of Guarantee shall be sent or submitted to the address referred to in Article 3.1 by the Offer submission deadline.

#### **ARTICLE 7 – Tender Documents and Site Visit to the Sub-concession Area**

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- 7.1.** The Tender Documents are unified and consist of:
- (a) this Tender Notice together with its Annexes, forming an integral part thereof;
  - (b) responses / supplementary information / clarifications provided by ThPA S.A. 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 their Offers. This material is provided exclusively for informational purposes and is in all cases indicative and not exhaustive. No guarantee is given as to the accuracy, completeness, correctness or adequacy of the material, while ThPA S.A. does not bear any responsibility for any inaccuracies, omissions, errors or omissions. Participants must conduct their own independent investigation and analysis regarding the Sub-concession Area, the facilities, the terms of the Tender and generally anything related to the present Tender.

#### **ARTICLE 8 – Contents of Offers**

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- 8.1.** The contents of the Offer File (electronic or physical) are defined as follows:
- (a) Sub-folder A titled “Participation Documents – Technical Offer”
  - (b) Sub-folder B titled “Financial Offer”
- 8.2. Contents of Sub-folder A – “Participation Documents – Technical Offer”**
- For the purpose of proving fulfillment of the participation requirements pursuant to Article 2 of this Tender Notice, Participants shall submit the following participation documents:
- 8.2.1.** The applicable legalization and representation documents (such as general certificate of changes from GEMI, certificate of current representation from GEMI, latest amended articles of association, resolutions regarding appointment of management bodies, etc.) published in GEMI, depending on the legal form of the participant. The above documents must demonstrate the lawful establishment of the legal entity, the person(s) legally binding the legal entity at the date of the Tender (legal representative, signing authority, etc.), any third parties granted representation authority, and the duration of their appointment.
- 8.2.2.** Certificate of registration with the competent chamber of commerce, where such registration is required according to the intended use.
- 8.2.3.** Solemn Declaration by the participating natural person or the legal representative of the participating legal entity or association of economic operators, stating that none of the exclusion grounds of Article 2 apply to them, the represented economic operator, or the persons exercising management thereof as defined in Clause 2.1, and that there are no reasons to believe such impediments will arise during the validity period of the Offer, any extensions thereof, and the Sub-concession.
- 8.2.4.** Solemn Declaration stating that the Participant has taken knowledge of the terms and subject matter of the Tender, unconditionally accepts the terms of the Tender Notice, and waives any right to compensation for expenses related to preparation and submission of the Offer.
- 8.2.5.** Solemn Declaration stating that the Participant has inspected the site conditions and the condition of the Sub-concession Area as existing at the time of the Tender and has found it satisfactory and suitable for the intended purpose.
- 8.2.6.** Solemn Declaration stating that the Participant has taken knowledge of and accepts the Concession Agreement between the Hellenic Republic and ThPA S.A. (Law 4522/2018, Government Gazette 39A’/07.03.2018), as amended and in force.
- 8.2.7.** Solemn Declaration stating that all declarations, data and information submitted with the file are complete, true and accurate.

- 8.2.8.** The information notice regarding personal data processing attached as ANNEX 5, signed by the participating natural person or the legal representative of the participating legal entity/economic operator or association of economic operators.
- 8.2.9.** Evidence of tax and social security clearance of the Participant.
- 8.2.10.** Participation Letter of Guarantee in accordance with Article 6 hereof.
- 8.2.11.** Brief technical description of the Construction Works (architectural, structural, electromechanical, etc.) that the Participant undertakes to carry out, together with the implementation schedule. The technical descriptions shall not be binding, since amendments or changes may arise during approvals by the competent authorities (e.g. Service of Modern Monuments and Technical Works of Central Macedonia).
- 8.2.12.** Conceptual/sketch representation of the Sub-concession Area with the proposed intervention (proposed floor plans/elevations/sections, indicative layout plan). The design shall not be binding, as it may be amended or modified during approval procedures by the competent authorities.
- 8.2.13.** Letter containing a brief presentation of the Participant's profile.
- 8.2.14.** The intended use or uses of the Sub-concession Area, which shall be binding and compatible with the permitted uses defined in the ThPA S.A. Development Program (Master Plan), as in force.
- 8.2.14.** Initiatives that the Participant intends to undertake which are environmentally friendly (sustainability strategy, environmental certifications, green investments, waste management, etc.).
- 8.2.15.** Associations of economic operators submitting a joint offer shall submit the supporting documents of paragraph 8.2 and subparagraphs 8.2.1, 8.2.2, 8.2.3, 8.2.4, 8.2.5, 8.2.6, 8.2.7, 8.2.8 and 8.2.9 for each economic operator participating in the association, as well as the Solemn Declarations both on behalf of the association as a whole and additionally by each individual member separately.
- 8.2.16.** In addition, associations of economic operators shall submit an agreement between the members stating at minimum:
  1. The extent and nature of the participation of each member in the execution of the contract.
  2. The member responsible for coordination and management of all members.
  3. The common representative/agent appointed for representation of the association and its members before ThPA S.A. within the framework of the present tender.
  4. A declaration that each member of the association shall be jointly and severally liable with the remaining members towards ThPA S.A. for any claim arising from participation in the tender and/or execution of the contract.
- 8.2.17.** The above requirements and submission of the above supporting documents constitute conditions for admissible participation and shall be assessed as to their fulfillment and validity after the opening of the offers. Following award and prior to signing the Sub-concession Agreement, ThPA S.A. may, by notifying the award decision to the Contractor, request submission of additional supporting documents for proof of fulfillment of the above conditions of this article.

**NOTE:** The Solemn Declarations must have the form provided under Article 8 paragraph 4 of Law 1599/1986, with certification of signature authenticity by a competent authority or through gov.gr, or alternatively be digitally issued through the website:

**8.3. Contents of Sub-folder B – “Financial Offer”**

- 8.3.1.** The Financial Offer must bear the signature of the duly authorized representative of the participating legal entity or association of economic operators and must compulsorily state:

- 8.3.1.1.** The offered Financial Consideration in Euro (€), excluding VAT, for the total duration of the Sub-concession Agreement. The offered Financial Consideration must compulsorily (under penalty of exclusion) include provision for annual percentage adjustment of at least 1% plus the Consumer Price Index (CPI). The adjustment clause shall apply after completion of the first calendar year of the Sub-concession and for each subsequent year. Under no circumstances may the consideration be reduced compared to the previous year. In the event of a negative Consumer Price Index value, such value shall be deemed zero and only the stipulated increase shall apply. The increase shall be calculated on the basis of the immediately preceding applicable Financial Consideration.
- 8.3.1.2.** Description of the Construction Works and Binding Investment (value excluding VAT).
- 8.3.1.3.** The Business Plan, including the cost of the Binding Investment, repair, operation and maintenance costs, potential revenues, intended use, and the remaining parameters and assumptions on which it is based.
- 8.3.1.4.** The validity period of the Offer, in accordance with Article 9 hereof.
- 8.3.2.** Each Participant may submit one Financial Offer only. The Participant's Financial Offer shall be unconditional and without reservations. Any type of reservation by the Participant shall not be taken into consideration.
- 8.3.3.** Financial Offers shall be rejected as inadmissible where:
- (a) no price in EURO is stated or a relation between EURO and a foreign currency is specified,
  - (b) the offered Financial Consideration does not clearly result from the Offer in accordance with the above,
  - (c) there is any condition, reservation or qualification,
  - (d) the Binding Investment is lower than the Minimum Binding Investment,
  - (e) the Financial Consideration is lower than the Minimum Financial Consideration,
  - (f) the intended use is incompatible with the permitted uses.
- 8.4.** In the event that, during the Tender Procedure, any data included in the Offer and submitted by the Participant changes, the Participant is obliged to immediately notify ThPA S.A. of such change.
- 8.5.** The above requirements and submission of the above supporting documents constitute conditions for admissible participation and shall be assessed as to their fulfillment and validity after the opening of the Offers.

#### **ARTICLE 9 – Validity Period of Offers**

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- 9.1.** The submitted Offers must remain valid for a period of at least one hundred and eighty (180) days from the deadline for submission provided in the Tender Notice. Offers valid for a shorter period shall be rejected as inadmissible
- 9.2.** The validity of the Offer may be extended, if requested by ThPA S.A. prior to its expiry, for a maximum period equal to the initial validity period provided in the Tender Notice.
- 9.3.** Any extension of the validity of the Offer shall be accompanied by extension of the corresponding Participation Letter of Guarantee or submission of a new Participation Letter of Guarantee under the same terms, in accordance with Article 6 hereof.
- 9.4.** It is clarified that ThPA S.A. may request, and Participants are obliged to proceed with, extension of the validity of their Offer pursuant to the terms of this Clause 9.2 more than once.

#### **ARTICLE 10 – Language**

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The official language of the procedure shall be Greek, and the Offers and all included documents shall be drafted in the Greek language or accompanied by an official translation into Greek.

## ARTICLE 11 – Evaluation – Contractor Selection Procedure

- 11.1.** The evaluation of the Offers shall be conducted by the Sub-concession Committee in accordance with the provisions of this article.
- 11.2.** The Sub-concession Committee shall commence the procedure for opening the Offer Files after expiration of the Offer Submission Deadline, without the presence of the Participants.
- 11.3.** The Sub-concession Committee shall initially: (a) determine the Offer Files duly submitted (timely, at the correct place and according to the proper procedure), and (b) immediately proceed with opening them.
- 11.4.** During the evaluation, ThPA S.A. may submit requests to Participants for clarifications and/or additional supporting documents, and Participants shall be obliged to provide such clarifications within the deadlines specified to them on a case-by-case basis.
- 11.5.** ThPA S.A. shall evaluate all Offers submitted timely and properly by the Participants and containing in full the required documents and information.
- 11.6.** Offer Files which, at the absolute discretion of ThPA S.A., are considered unclear and incapable of evaluation shall be excluded as inadmissible.
- 11.5.** If ThPA S.A. concludes that the contents of Sub-folder A “Participation Documents – Technical Offer” of a Participant do not meet the terms and requirements hereof, such Participant shall be excluded from the evaluation procedure.
- 11.6.** THPA S.A. reserves the right to request submission of revised offers.
- 11.7.** The Preferred Bidder shall be designated by decision of the competent body of ThPA S.A. as the Participant submitting the highest economic offer score, in accordance with Article 11.8 hereof.
- 11.8.** The evaluation of the offers shall be carried out based on the following criteria:

s/n	CRITERION	WEIGHTING FACTOR	DESCRIPTION
K.1	<b>Net Present Value (NPV) of the Offered Monthly Consideration</b>	60%	The offered Financial Consideration in euros (€), excluding VAT, for the total duration of the Sub-concession Agreement of each Participant, in relation to the maximum offered Financial Consideration for the total duration of the Sub-concession Agreement among the Participants, based on their Net Present Value (NPV), in accordance with Articles 1.4 and 8 hereof.
K.2	<b>Amount of Binding Investment</b>	40%	The amount in euros (€), excluding VAT, of the offered Binding Investment of each Participant, in relation to the amount of the maximum offered Binding Investment among the Participants, in accordance with Articles 1.3 and 8 hereof.

### 11.9. Scoring of the Financial Offer

The Total Score (T.S.) of the financial offer of each Participant shall be calculated on the basis of the following formula:

$$\text{T.S.} = (60\% \times \text{K.1} + 40\% \times \text{K.2}) / 100$$

Where:

**K.1:** This sub-criterion concerns the offered Financial Consideration of each Participant in relation to the maximum offered Financial Consideration among the Participants, based on their Net Present Value (NPV). More specifically, sub-criterion K.1 is calculated as the ratio of the NPV of the offered Financial Consideration for the total, i.e. including any extension, duration of the Sub-concession of each Participant to the NPV of the maximum offered Financial Consideration for the total, i.e. including any extension, duration of the Sub-concession among the Participants. The NPV shall be calculated using a discount rate of 5%.

The formula for calculating the score of criterion K.1 is as follows:

$$\text{K.1} = [\text{K.1}(i) / \text{K.1}(\text{max})] \times 100, \text{ where:}$$

**K.1(i)** = The NPV of the offered Financial Consideration for the total duration of the Participant's Sub-concession.

**K.1(max)** = The NPV of the maximum offered Financial Consideration for the total duration of the Sub-concession among the Participants.

**K.2:** This sub-criterion concerns the amount of the Binding Investment.

More specifically, sub-criterion K.2 is calculated as follows:

$$\frac{(\text{Amount of the Participant's offered Binding Investment excluding VAT ..... €})}{(\text{Amount of the maximum offered Binding Investment among the Participants excluding VAT ..... €})} \times 100$$

### 11.10. Completion of the Tender Procedure Selection of Preferred Bidder

**11.10.1.** The Sub-concession Committee of ThPA S.A. reserves the right, at its discretion and in compliance with the principles of equal treatment and transparency, to invite, by any appropriate means and at any stage of the review process, the Participants to clarify or supplement the submitted information within a specific deadline to be set for them. Participants may be invited to clarify or supplement the documents or supporting evidence they have submitted within a reasonable period, which shall be determined by ThPA S.A. Any clarification or supplementation submitted by the Participants without having been requested by ThPA S.A. shall not be taken into consideration.

**11.10.2.** ThPA S.A. reserves the right to negotiate the Financial Offer with the Participants having the highest Financial Offer scores, with the aim of optimizing the Financial Consideration prior to execution of the Sub-concession Agreement, by issuing relevant written notification to the leading Participants. Such notification may also specify the deadline within which the leading Participants must submit their improved financial offers. Any improved financial offers received from one or more Participants must necessarily be based on the data of the technical offers already submitted, which may not be modified.

**11.10.3.** The Participant achieving the highest Financial Offer score shall rank first and shall be designated as the Preferred Bidder.

**11.10.4.** Following completion of the above procedure, the competent body of ThPA S.A. shall ratify the Preferred Bidder, who shall then be invited in accordance with Clause 12.1 to sign the Agreement.

## **ARTICLE 12 – Agreement – Amendments**

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**12.1.** The Preferred Bidder is obliged to appear within fifteen (15) days from the date of notification in order to sign the relevant Sub-concession Agreement and submit the following documents:

- i. Performance Letter of Guarantees (see Article 13 hereof).
- ii. Certificates proving that the Preferred Bidder has not been declared bankrupt, is not under liquidation, suspension of operations, compulsory administration or bankruptcy compromise, that its business activities have not been suspended, and that it is not in any analogous situation arising from a similar procedure, nor subject to bankruptcy declaration proceedings, compulsory liquidation proceedings or arrangement with creditors, nor any other similar procedure (rehabilitation, etc.), and is not subject to any other legal impediments to operation.
- iii. Criminal Record Certificates (issued no more than three months prior to the signing date of the Agreement) for the persons referred to in Clause 2.1.
- iv. Fire and Civil Liability Insurance Policy.
- v. Tax Clearance Certificate.
- vi. Social Security Clearance Certificate.

**12.2.** If the Preferred Bidder fails to appear or fails to timely submit all the above supporting documents, the Participation Letter of Guarantee shall be forfeited in accordance with Article 6.7, and ThPA S.A. may continue the tender procedure by selecting as Preferred Bidder the participant with the next highest score.

**12.3.** The Sub-concession Agreement may be amended during its term, without requiring a new procurement procedure, only following written mutual agreement of the contracting parties, in accordance with the Sub-concessions Regulation and the Concession Agreement.

## **ARTICLE 13 – Performance Letters of Guarantee**

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### **13.1. Common Terms for Performance Letters of Guarantee**

13.1.1. Performance Letters of Guarantee shall be issued by Acceptable Institutions.

13.1.2. By participating in the Tender, the Contractor unconditionally declares that it waives the right to pursue legal remedies and/or legal actions aimed at obstructing or preventing the collection of the Phase A and Phase B Performance Letters of Guarantee.

The Letters of Guarantee shall include at minimum the following elements:

- date of issue,
- issuer,
- beneficiary,
- the entity to which they are addressed (Thessaloniki Port Authority S.A.),
- Letter of Guarantee number,
- guaranteed amount,
- full corporate name, VAT number and address of the Contractor in whose favor the guarantee is issued,
- the following terms:
  - o the guarantee is provided irrevocably and unconditionally, and the issuer waives the rights of division and discussion,
  - o the details of the Tender Notice or Agreement, as applicable,
  - o expiry date or validity period of the guarantee,
  - o undertaking by the issuer to pay the guaranteed amount in whole or in part within three (3) days following simple written notice by the beneficiary,
  - o eference to the relevant Agreement.

### **13.2. Phase A Performance Letters of Guarantee**

- 13.2.1. Upon signing of the Sub-concession Agreement, the Contractor shall submit a Phase A Performance Letter of Guarantee of indefinite duration for the Construction Works, in an amount equal to 3/12 of the Binding Investment that the Contractor shall implement within the Sub-concession Area, as resulting from its Financial Offer.
- 13.2.2. This Letter of Guarantee shall be returned to the Contractor upon signing of the Phase A – Construction Works Certification Protocol and submission of the Phase B Performance Letter of Guarantee.
- 13.2.3. The above Phase A Performance Letters of Guarantee fully and without exception secures fulfillment of all contractual obligations relating to Phase A and any related claims of ThPA S.A. against the Contractor.
- 13.2.4. The said Letter of Guarantee shall be forfeited in the event of breach of contractual terms, as a contractual penalty and liquidated damages, as specifically determined in the Sub-concession Agreement.

### **13.3. Phase B Performance Letter of Guarantee**

- 13.3.1. Upon completion of the Construction Works and signing of the Phase A – Construction Works Certification Protocol, the Contractor is obliged to submit a Phase B Performance Letter of Guarantee of indefinite duration in an amount equal to three (3) months' Financial Consideration, as determined by the tender result and the Agreement.
  - 13.3.2. The Phase B Performance Letter of Guarantee fully and without exception secures fulfillment of all corresponding contractual terms relating to Phase B concerning the utilization, operation and exploitation of the Sub-concession Area, as well as any related claims of THPA S.A. against the Contractor.
  - 13.3.3. The said Letter of Guarantee shall be forfeited in the event of breach of the relevant contractual terms, as specifically determined in the Sub-concession Agreement.
  - 13.3.4. The Phase B Performance Letter of Guarantee shall be returned upon expiry of the Sub-concession Duration, following execution of the Handover–Acceptance Termination Protocol.
- 13.4.** Templates of the Phase A and Phase B Performance Letter of Guarantees are attached as ANNEXES 2 and 3 respectively.

## **ARTICLE 14 – Regulatory Framework**

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- 14.1.** Participation in the Tender constitutes irrefutable presumption, or alternatively extrajudicial admission, that the Participants have obtained full knowledge of the Tender Documents, the informational elements concerning the Sub-concession Area, and the applicable legislation.
- 14.2.** Participation in the Tender constitutes irrefutable presumption that Participants have obtained full knowledge of the conditions and particularities of the Sub-concession Area, the building, the facilities, its legal and actual status, and that they have examined all information included in this Tender Notice.
- 14.3.** Participation in the Tender constitutes irrefutable presumption that Participants fully, unconditionally and without reservations accept all terms and provisions of the Tender Documents. Consequently, submission of an Offer in the Tender constitutes evidence that the Participants:
  - 14.3.1.** unconditionally and without reservation accept the terms and conditions of the Tender;
  - 14.3.2.** submit all Offers, responses, proposals and submissions relating to the present Tender under their sole responsibility;
  - 14.3.3.** have reviewed, are aware of and accept every issue, condition, information or other element capable in any way of affecting the subject matter hereof, including indicatively the technical and local conditions of the Sub-concession Area, labor requirements, materials, logistical

infrastructure, mechanical and electrical equipment, as well as the permits, approvals and certifications required by law or otherwise for the intended use;

- 14.3.4.** have studied, are aware of and accept the Tender Documents (Clause 7.1);
- 14.3.5.** unconditionally accept that, if selected as Contractor, they shall undertake execution of all Construction Works and the utilization and exploitation of the Sub-concession Area in full compliance with all terms, conditions and documents of the Tender (Clause 7.1).
- 14.4.** ThPA S.A. undertakes no obligation to provide Participants access to any additional information, revise the Tender Notice, or correct any inaccuracies that may be apparent.
- 14.5.** Each Participant is obliged to carry out its own independent evaluation of the Tender Documents, after conducting any investigation and obtaining any professional advice deemed necessary.
- 14.6.** Any failure by a Participant to inform itself regarding the above matters and requirements shall remain exclusively at its own responsibility and shall in no case release it from liability and obligation for full compliance with its contractual obligations if selected as Contractor.
- 14.7.** Participants shall not be entitled to any compensation for expenses related to preparation and submission of their files.
- 14.8.** ThPA S.A. provides no guarantee and bears no contractual, tortious or pre-contractual liability toward the Contractor regarding the conclusion of the Sub-concession Agreement, the actual and legal condition of the Sub-concession Area, or its suitability for the intended use. The obligation to know the conditions lies exclusively with the Contractor and forms part of the business risk fully assumed by it.

## **ARTICLE 15 – Contractual Obligations**

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### **15.1. Use of Adjacent and Outdoor Areas by ThPA S.A.**

ThPA S.A. reserves the right to use adjacent and outdoor areas for servicing port operations and its other purposes. Use of the Sub-concession Area under the Agreement must not obstruct ThPA S.A.'s operations.

### **15.2. Delivery of the Sub-concession Area to the Contractor**

**15.2.1.** Upon signing the Sub-concession Agreement, ThPA S.A. shall be obliged to deliver and the Contractor shall be obliged to receive the premises free for use, in their existing condition Responsibility for obtaining licenses and approvals from the Authorities constitutes an obligation of the Contractor pursuant also to Clause 1.2.1 hereof, is its exclusive responsibility, imposes no relevant obligation upon ThPA S.A., and does not affect the above obligation for timely acceptance of the Sub-concession Area.

**15.2.2.** In the event that the Contractor refuses to appear to sign the Sub-concession Agreement and/or receive the Sub-concession Area, the Letter of Guarantee under Article 6 (Participation Letter of Guarantee) shall be forfeited against it. ThPA S.A. may exercise any of its rights for recovery of any damage suffered for this reason.

### **15.3. Further Sub-concession by the Contractor**

Any further sub-concession by the Contractor to third parties of all or part of the object of the Sub-concession Agreement is prohibited without prior written consent of ThPA S.A., granted at ThPA S.A.'s absolute discretion.

### **15.4. Construction Works**

- 15.4.1.** The Contractor is obliged to implement the Binding Investment, as defined by its technical and financial Offer, within a deadline of two (2) months from signing of the Sub-concession Agreement.
- 15.4.2.** Upon completion of the Construction Works, the Contractor shall notify ThPA S.A. in writing of such completion and shall prepare and deliver to ThPA S.A., at its own expense, in printed form (2 copies) and electronic form (specifically, drawings in PDF and editable DWG files), the following for the Sub-concession Area:
- i. Copies of approvals, licenses and related documents for Phase A construction,
  - ii. A file including a complete set of drawings (general, special and detailed)
  - iii. of the Sub-concession Area with the dimensions actually implemented, together with a report accurately and comprehensively describing the project, any issues encountered and the manner in which they were addressed,
  - iv. As-built drawings of electromechanical installations at scale 1:50 or 1:100, including detailed layout and execution diagrams and floor plans showing the position, dimensions and interconnection of structures, machinery and networks,
  - v. Operation, maintenance and spare parts manuals, brochures and installation instructions for the electromechanical equipment and machinery,
  - vi. Quality control certificates and warranties for the individual constructions and machinery,
  - vii. Photographs documenting the various stages of construction beginning from the existing condition.
- 15.4.3.** If the final value of the implemented investment is lower than the amount of the Binding Investment, the Contractor shall be obliged to pay ThPA S.A. the amount corresponding to the difference between the Binding Investment and the actual investment within thirty (30) days following relevant notification by ThPA S.A.
- 15.4.4.** For delivery of the Construction Works, the parties shall sign a Phase A – Construction Works Certification Protocol in accordance with Clause 1.4.5 hereof.

**15.5. Delivery of the Sub-concession Area by the Contractor**

- 15.5.1.** Upon expiry or termination of the Sub-concession Agreement for any reason, the Contractor shall be obliged to return the Sub-concession Area to ThPA S.A. For the return of the Sub-concession Area, the parties shall sign a Handover–Acceptance Termination Protocol.
- 15.5.2.** The Contractor is obliged to return the Sub-concession Area to ThPA S.A. fully maintained and in excellent operational condition. Any work, renovation, modification, rearrangement, upgrade, addition or intervention concerning the Sub-concession Area, facilities, infrastructure and equipment shall be carried out exclusively at the Contractor’s expense, care and responsibility and shall remain for the benefit of the Sub-concession Area, without creating any right of removal by the Contractor or obligation of reimbursement or compensation by ThPA S.A. Accordingly, the Contractor is obliged to return the Sub-concession Area, facilities, infrastructure and equipment, as well as every component thereof, especially structures and installations, free from any encumbrance, without any right arising for the Contractor or obligation for ThPA S.A. to remove, demolish, reimburse expenses or pay compensation. All additions, modifications, alterations and other interventions shall remain for the benefit of ThPA S.A. without payment of any compensation to the Contractor, unless ThPA S.A., at its discretion, requests restoration of the premises to their previous condition.
- 15.5.3.** Likewise, the Contractor is obliged to deliver to ThPA S.A., in printed form (2 copies) and electronic form (specifically, drawings in PDF and editable DWG format), any drawings, maintenance manuals for equipment and networks, operating instructions for systems and machinery, and any other public or private document related to the use and operation of the

Sub-concession Area, as well as updated drawings, studies, permits, etc. obtained within the framework of the Sub-concession Agreement.

- 15.5.4.** Otherwise, if the Contractor fails for any reason to return the Sub-concession Area to ThPA S.A. according to the above terms, ThPA S.A. shall be entitled for each day of delay to an amount equal to twice the Daily Consideration, calculated on the basis of the Financial Consideration as applicable at that time. Additionally, the Phase B Performance Letter of Guarantee under Clause 13.3 shall be forfeited as a contractual penalty and liquidated damages.
- 15.5.5.** ThPA S.A. further reserves the right to take any lawful action for repossession of the Sub-concession Area, removing the Contractor and any third party therefrom, while fully preserving all its rights and claims against the Contractor arising from the Sub-concession Agreement and the law.

## **15.6. Termination / Cancellation of Agreement**

Subject to the more specific provisions set out in the Agreement, the Sub-concession Agreement shall terminate, in any case:

- 15.6.1.** upon expiration of the Sub-concession Duration or any agreed extension thereof;
- 15.6.2.** by mutual agreement of the contracting parties;
- 15.6.3.** by termination by ThPA S.A. for serious cause, particularly in the following cases:
- (a) failure of the Contractor to comply with an essential term of the Sub-concession Agreement, provided that the reasonable remediation period granted by ThPA S.A., which in any case shall not exceed thirty (30) days, has elapsed without remedy;
  - (b) failure of the Contractor to pay the Financial Consideration for a period exceeding thirty (30) days from the date on which it becomes due in accordance with Clause 1.4;
  - (c) declaration of the Contractor into bankruptcy and/or compulsory administration and/or compulsory liquidation and/or suspension of operations and/or any other insolvency procedure, or placement into voluntary dissolution and liquidation;
  - (d) breach by the Contractor of terms and restrictions arising from the Concession Agreement provisions (Law 4522/2018 – Government Gazette 39A/7.3.2018 ratifying the Concession Agreement between the Hellenic Republic and ThPA S.A.), as amended and in force;
  - (e) breach by the Contractor of terms and restrictions imposed by applicable legislation (such as urban planning, public health, police regulations, etc.);
  - (f) breach by the Contractor of its obligations relating to further sub-concessions;
  - (g) breach by the Contractor of the obligation to notify any change in its shareholding or corporate composition exceeding fifty percent (50%);
  - (h) in every case provided for by the Sub-concession Agreement, in which ThPA S.A. shall have the right to terminate the Agreement, with all consequences against the Contractor as provided in the Sub-concession Agreement and the applicable legislation.
- 15.6.4.** If, during the Sub-concession term, there arises a need for amendment of the terms of the Sub-concession Agreement on the part of ThPA S.A., the Contractor shall be obliged to accept such amendment of the Agreement terms as required for serving the new conditions and operational needs of ThPA S.A.
- 15.6.5.** The granted right of use of the Sub-concession Area may be revoked by ThPA S.A. for reasons of national necessity, defense and security of the country. In such case, the Contractor shall be obliged to vacate and cease use of the Sub-concession Area within the expressly specified deadline, without any claim for compensation.
- 15.6.6.** In the event that serious operational needs of ThPA S.A. arise requiring interruption of the Sub-concession Agreement (including indicatively and not restrictively immediate need for

use of the premises for fulfillment of ThPA S.A.'s obligations under the Concession Agreement with the Hellenic Republic, compliance with court decisions or rights of the State arising from the Concession Agreement, or different requirements resulting from the ThPA S.A. Master Plan), ThPA S.A. shall have the right to terminate the Sub-concession Agreement unilaterally and without liability, in which case the Contractor shall be obliged, following one (1) month prior notice, to return the use of the Sub-concession Area to ThPA S.A. in the condition in which it was received, without any claim for compensation of any nature.

#### **15.7. Contractual Obligations of the Contractor**

Participants are required to be aware that the Contractor's obligations shall include, indicatively and not restrictively, the following:

##### **General Obligations**

- 15.7.1.** The Contractor assumes full and exclusive responsibility, care and cost for the execution, quality and durability of all works required for the configuration of the Sub-concession Area, including building, plumbing and electromechanical works. Before execution of the works, all required studies and drawings must be submitted to the Technical Directorate of ThPA S.A. and its approval obtained. Any comments by the Technical Directorate of THPA S.A. must be incorporated into the final studies under the care and responsibility of the Contractor. For execution of the works, all required permits and approvals must be issued by the competent Authorities under the responsibility, care and expense of the Contractor. The construction, development and operation of the premises must fully comply with applicable legislation and ThPA S.A. Regulations, as well as the Concession Agreement dated 2.2.2018 between ThPA S.A. and the Hellenic Republic, as in force.
- 15.7.2.** The modifications carried out by the Contractor must be removable without damage to the building and must not affect the load-bearing structure. Upon expiration or termination of the Sub-concession Agreement, ThPA S.A. shall be entitled to request restoration of the Sub-concession Area to its original condition.
- 15.7.3.** The Contractor is obliged, prior to the commencement of any work, to obtain all permits required by law. The legally required permits and approvals to be obtained by the Contractor are indicatively and not restrictively listed in this Tender Notice. Throughout the duration of the Sub-concession Agreement, the Contractor shall ensure maintenance in force of all required permits/approvals/certificates and compliance with all obligations and restrictions arising therefrom under applicable legislation.
- 15.7.4.** The Contractor shall be exclusively responsible for implementation of the designs/studies and for the quality and durability of the works. Any inspection, supervision or oversight exercised by ThPA S.A., or any approval by ThPA S.A. regarding studies, technical descriptions or materials, shall not in any way release the Contractor from its responsibility.
- 15.7.5.** The Contractor assumes responsibility for guarding, cleaning and securing the Sub-concession Area and its facilities. Furthermore, the Contractor undertakes the obligation to maintain and preserve the premises in good condition and comply with instructions of the competent Services of ThPA S.A., the Port Authority, all public authorities, and all ThPA S.A. Regulations in force from time to time.
- 15.7.6.** The Contractor shall also take all appropriate measures for compliance with labor legislation concerning its personnel, occupational health and safety regulations, and the Health and Safety Regulation of ThPA S.A. employees (ThPA Board Decision 2643/27.06.2005). Before execution of the works, a Health and Safety Plan (HSP) must be submitted for approval to the Quality, Safety and Health Department of ThPA S.A., under the responsibility, care and expense of the Contractor.

- 15.7.7.** The Contractor shall be obliged to insure all its workers and employees with EFKA or another insurance institution where its personnel are not covered by EFKA.
- 15.7.8.** The Contractor shall comply with the insurance obligations described in detail in this Tender Notice, which shall form terms of the Agreement.
- 15.7.9.** The Contractor shall bear full and exclusive civil, criminal and administrative liability for compliance with laws and applicable police, urban planning, public health and other regulations, and shall be obliged to immediately notify ThPA S.A. of any orders or instructions addressed or communicated to it during the Agreement regarding inspection measures, safety, noise pollution, etc. The Contractor shall be civilly and criminally liable for every violation or criminal act and shall be obliged to pay any amount that may even be awarded against ThPA S.A.
- 15.7.10.** The Contractor shall bear full and exclusive criminal, civil and administrative liability throughout the Sub-concession Duration for any damage, loss, theft, death or bodily injury occurring to its personnel, ThPA S.A. personnel, visitors to the premises or any third party due to its own actions or those of its personnel or any subcontracted third party. The Contractor shall be exclusively responsible for any damage or injury caused by occupational or non-occupational accidents to its personnel, ThPA S.A. personnel or any third party.
- 15.7.11.** The Contractor shall:
- To take all necessary measures, comply with and observe the environmental terms provided for in the Decision Approving Environmental Terms for the operation of the Port (Ref. No. ΥΠΕΚΑ/ΕΥΠΕ 203978/21-12-2012/ADA: Β4ΜΛ0-ΕΡΞ), as amended and in force.
  - have the means and financial resources to remedy damage arising from breaches of the environmental terms of the above AEPO caused by its own actions;
  - strictly comply with the applicable provisions requiring the collection and lawful processing/disposal of all waste (petroleum products, lubricating oils, wastewater, refuse, recyclable materials, packaging materials, bulky waste, etc.) that may arise from the operation of its business;
  - make efforts to reduce and save electricity and water consumption;
  - bear full responsibility and cost for management of waste generated from the operation of its business and maintain the leased area clean and free from waste. In the event of breach and pollution of the Port area by the Contractor's waste, the Contractor shall be called upon to undertake the cost and waste management procedure. In case of refusal, a relevant pollution report shall be filed with the Central Port Authority of Thessaloniki.
- 15.7.12.** ThPA S.A. bears absolutely no responsibility for any established breach of environmental terms by the Contractor.
- 15.7.13.** THPA S.A. bears no responsibility for management of the Contractor's waste and assumes no cost for such waste management.
- 15.7.14.** The Contractor shall take all necessary safety measures and obtain the required approvals and shall execute the configuration works of the area in a safe and proper manner, on days and hours that do not disturb the activities of adjacent THPA S.A. areas. The Contractor shall be exclusively responsible for execution of the works and for the incorporated materials used, in accordance with the terms of the Sub-concession Agreement and the remaining contractual documents. All temporary installations required for execution of the Construction Works on site shall be erected at the Contractor's expense and responsibility.

**15.7.15.** The Contractor shall comply with the requirements of the Port Facility Security Plan and the Port Installation Security Plan of THPA S.A., the relevant instructions of the competent Security Department of THPA S.A., and the Port and Port Facility Security Officer.

**15.7.16.** The Contractor shall appoint a security officer, after signing the Agreement and in any case before commencement of Phase A, to the Security Department of THPA S.A., whose details shall be communicated to the Port Facility Security Control Center (KEALE), and who shall be obliged:

- to hold all certifications required under the applicable regulatory framework for the capacity of security officer;
- to inform THPA S.A. of the details of the personnel employed by the Contractor and ensure timely submission of requests to the competent THPA S.A. Department for issuance of personal access cards and vehicle cards for uninterrupted entry to and exit from the Port area. The Contractor also undertakes to comply with all applicable THPA S.A. regulations and procedures concerning entry and exit of persons and vehicles within the Port area.
- He shall ensure that the Contractor and its personnel participate, at the Contractor's expense, in all seminars, training sessions, drills and exercises organized by THPA S.A. on security matters and hold the necessary certifications.
- The Contractor shall arrange, using its own resources, for the one-time training of its personnel in matters of safety and security according to training standards established by international organizations and adapted accordingly by THPA S.A. in line with the operational requirements of the Port of Thessaloniki (the training certificate is required for issuance of new access cards).
- The Contractor shall ensure that its personnel have been trained in evacuation procedures and, more generally, in safety and emergency matters in accordance with the applicable regulatory framework, and shall exercise the relevant supervision. The Contractor shall arrange for the organization of security inspections and evacuation procedures for its premises, whenever required, regarding safety and emergency situations in accordance with the applicable legislation (Regulation 2004/725/EC, Directive 2005/65/EC and Law 3850/2010 as in force).
- The Contractor shall participate in the procedures of the Emergency Response Plan (SAKEA) of THPA S.A.
- The Contractor shall immediately report to the Duty Chief Guard (24/7 tel. 2310593120) any security incident concerning the concessioned area or the surrounding area, as well as any other incident deemed necessary to report and possibly requiring action, e.g. leaks, cleanliness issues in outdoor areas, suspicious behavior or incidents that potentially affect the security of the Port in general, etc.
- The Security Officer shall generally be the point of contact and communication of the "CONTRACTOR" with the Security Department of THPA S.A. for all Security Matters.

**15.7.17.** The Contractor is obliged to:

- (α) to place signs and notices at construction site locations and at locations where works are carried out, appropriate to the nature of the works being executed (building works, plumbing works, electromechanical works, landscaping works, etc.);
- (β) to maintain such signs and notices in full operating condition until completion of the works;
- (γ) to place automatic flashing warning signals (FLASH-LIGHTS) at traffic-hazardous locations and, where necessary, accept personnel from THPA S.A. for traffic regulation;

- (δ) to take all safety measures necessary and required by law for the proper execution of the works and for the safety of its workforce and third parties, and shall bear criminal and civil liability for any accident resulting from failure to observe safety measures or inadequate compliance with the necessary safety measures.
- 15.7.18.** During the area configuration works, the Contractor shall take all necessary measures to ensure compliance with the instructions of Utility Organizations (O.K.O.) and ThPA S.A. regarding technical requirements for protection of their networks where these may be affected by project construction. Direct connection of the Sub-concession Area to the networks of Utility Organizations and/or ThPA S.A. shall be carried out under the responsibility and care of the Contractor.
- 15.7.19.** The Contractor shall be exclusively responsible for the operation of the premises and shall bear all related expenses. The Contractor is also obliged to submit the necessary applications with the required supporting documents for utility supplies and network connections and to pay the required charges to the Utility Organizations and/or THPA S.A. in case of connection to its internal networks. ThPA S.A. shall carry out, at the Contractor's expense, any required works for the provision of electricity, water supply, telephone services and internet access to the Sub-concession Area. The creation of the internal networks and installations shall be carried out under the Contractor's care and expense.
- 15.7.20.** The Contractor shall bear in full the expenses for consumption of electricity, water and telephone/internet usage, as well as the expenses of all other utility services. The responsibility and expenses for maintenance and proper operation of all electromechanical, plumbing, telecommunications and all kinds of installations within the Sub-concession Area shall be borne by the Contractor.
- 15.7.21.** Relocation of the temporary and permanent positions of Utility Organization network connections and any required excavations for their identification shall be carried out by the Contractor at its own responsibility and expense.
- 15.7.22.** Since other installations, hidden or visible (network infrastructure elements, structures and infrastructure of any type), belonging to third parties or ThPA S.A., may exist in the area where the Sub-concession Area is located, the Contractor shall undertake all necessary actions for their protection. The Contractor shall bear any costs for restoration of networks. If instructed accordingly by ThPA S.A. or competent third parties regarding their relocation, the Contractor shall comply without any entitlement to compensation.
- 15.7.23.** The Contractor is obliged to develop and operate the telecommunications and information technology infrastructure of the Sub-concession Area (wired and wireless) as an independent network, without any physical or logical interconnection with the data networks, telecommunications systems and/or information systems of ThPA S.A., unless otherwise agreed in writing between the parties.
- 15.7.24.** Any routing of electronic communication lines (optical fibers, cables, etc.) of the Contractor through common-use or other areas under the jurisdiction of THPA S.A. shall only be permitted following prior written approval by ThPA S.A., in accordance with the applicable technical specifications and safety regulations.
- 15.7.25.** ThPA S.A. bears no responsibility whatsoever for the security, availability, integrity or proper operation of the Contractor's information technology and telecommunications systems. The Contractor bears full and exclusive responsibility for ensuring that its systems comply with applicable legislation, including personal data protection legislation (GDPR), as well as for any related third-party claims.
- 15.7.26.** The Contractor is prohibited from using existing telecommunications and/or information technology infrastructure of ThPA S.A. (e.g. structured cabling, telecommunications distribution frames, active equipment, fiber optic routing infrastructure), unless this is

expressly provided for in the Agreement or regulated by a separate written agreement, in which case the specific technical and financial terms of use shall be determined.

- 15.7.27.** All works shall be carried out within an area located inside the Port Land Zone. Consequently, the Contractor is obliged to be aware of and comply with all obligations arising from this special regime and the Port Security Plan. During the execution of the works, the Contractor must comply with all safety regulations concerning the import and export of tools and machinery to and from the Port.
- 15.7.28.** The Contractor is obliged to comply with labor and social security legislation, legislation concerning the health and safety of employees, legislation regarding prevention of occupational risk, environmental legislation, and the Regulations of ThPA S.A.
- 15.7.29.** Throughout the duration of the concession, the Contractor is obliged to comply with all applicable provisions issued by the Urban Planning, Market Regulation, Public Health, Tax, Social Security and Port Authorities, as well as with any written or oral instructions given to it.
- 15.7.30.** The Contractor is obliged to allow ThPA S.A. to inspect the Sub-concession Area, make observations/instructions regarding compliance with the Environmental Terms of the Port of Thessaloniki, the smooth operation of the Port, the maintenance condition of the Sub-concession Area, and the implementation of the Sub-concession Agreement and the applicable legislation, and shall comply therewith at its own care, responsibility and expense.
- 15.7.31.** ThPA S.A. shall be entitled at any time to inspect compliance with the terms of the Sub-concession Agreement to be executed. In the event of breach of any of the terms, all of which are considered essential, ThPA S.A. may grant a period of fifteen (15) days for compliance with the relevant contractual obligation and, in the event of non-compliance, may terminate the Agreement unilaterally and without liability, in which case the obligation for immediate surrender of the Sub-concession Area shall arise. Termination may be effected by any appropriate means. In such case, the guarantee shall be forfeited in favor of ThPA S.A. as a contractual penalty and liquidated damages.
- 15.7.32.** ThPA S.A. shall bear no responsibility for any loss of materials, components, machinery or tools belonging to the Contractor, who is obliged to ensure their adequate and effective safeguarding and shall be responsible for any damage or loss.
- 15.7.33.** The Contractor guarantees the proper and professional execution of the works. Furthermore, the Contractor guarantees ThPA S.A. against any third-party claims arising from causes related to the Construction Works, which shall be settled under the Contractor's responsibility and at its expense.
- 15.7.34.** For the quality control of the Construction Works, it is provided that, independently of the internal quality controls carried out by the Contractor, THPA S.A. may perform inspections and tests in order to verify compliance with the acceptance criteria of the specifications for works, materials and constructions.
- 15.7.35.** All materials to be used for execution of the Construction Works shall be of excellent quality and subject to external quality control.
- 15.7.36.** All works shall be executed in accordance with the rules of art and science by specialized personnel in a technically impeccable manner and in accordance with the terms of the Agreement.
- 15.7.37.** The Contractor shall be exclusively responsible and shall bear all expenses for the proper and lawfully licensed execution of the works, as well as their completion in a manner that does not create disturbance, damage or risks to THPA S.A. or any third party.
- 15.7.38.** The Contractor is obliged to diligently maintain and keep throughout the concession period the Sub-concession Area and its equipment clean and in good condition.

- 15.7.39.** The Contractor is obliged to ensure the cleanliness, guarding and security of the Sub-concession Area, provide services and products of excellent quality, and properly equip the premises.
- 15.7.40.** Any change in the shareholding or corporate composition of the Contractor exceeding 50% shall be notified without delay to THPA S.A.

**15.7.41. Obligations in the Context of Future Redevelopment**

In the event that THPA S.A. proceeds in the future with a partial or total redevelopment of the surrounding area of the Sub-concession Area within the framework of implementing its development strategy, THPA S.A.:

- (α) reserves the right, at its absolute discretion, to utilize the adjacent areas and neighboring buildings;
- (β) shall be obliged to notify the Contractor within a reasonable period regarding any required works and, to the extent possible, take measures to limit disturbance. It is clarified that no approval/consent of the Contractor shall be required for execution of such works, nor shall the Contractor be entitled to request any reduction of the consideration or any type of compensation for the period during which the works are carried out.
- (γ) It also reserves the possibility of future allocation of common/shared expenses (such as cleaning services, security, landscaping, lighting, maintenance of common infrastructure and surrounding area infrastructure). In such case, the allocation shall be made proportionally among all users of the properties located within the specific port zone, with full transparency and based on a relevant allocation table of the common expenses to be prepared under the care and responsibility of THPA S.A. In such event, the Contractor shall be obliged to comply with the relevant procedure that will be decided and implemented.

**15.8. Payment of the Contractor**

All general expenses and taxes, customs duties, fees, stamp duties, etc. that may arise during the term of the Sub-concession Agreement shall constitute the exclusive responsibility of the Contractor, including any applicable VAT, and shall be borne solely by the Contractor.

- 15.9.** The protective provisions “regarding protection of professional leases/business premises,” as applicable from time to time, shall not apply to the Agreement.

**15.10. Insurance of the Sub-concession Area**

Throughout the duration of the sub-concession, the Contractor is obliged to take all appropriate measures for the full insurance coverage of the Sub-concession Area against risks indicatively referred to below and to maintain the relevant insurance policy in force with a reliable first-class insurance company. The minimum insurance limits and types of insurance may be amended as determined by THPA S.A. prior to signing the Sub-concession Agreement, and the Contractor shall be obliged to accept them. The minimum limits and types may also be amended during the term of the Sub-concession Agreement, indicatively in the event of changes in conditions, legislative provisions, etc., and the Contractor shall be obliged to accept them.

**15.10.1. Insurance of Construction Works**

For the period of execution of Construction Works, repairs and technical works, including indicatively renovations/reconstructions/improvements within the Sub-concession Area,

the minimum insurance limits and the types of insurance shall be determined by THPA S.A. prior to signing the Agreement, depending on the nature of the works, the value of the Agreement and the duration of the Construction Works. Indicatively, reference is made to all-risk construction insurance coverage through a C.A.R. (Contractors All Risks) insurance policy, including General Civil Liability and Employer's Liability coverage for the project.

#### **14.13.2 Insurance During the Operation Period**

The minimum insurance limits and the types of insurance shall be determined by THPA S.A. prior to signing the Sub-concession Agreement, depending on the nature and activity of the intended use, in order to adjust accordingly the coverage limits and/or any specific coverage requirements. Indicatively, insurance coverage shall include Fire & Business Interruption insurance, General Civil Liability & Employer's Liability insurance, and Employer's Liability insurance. In addition, the Cross Liability clause shall apply, and THPA S.A. must be named as co-insured under the General Civil Liability insurance policy.

In any event, the following minimum requirements shall apply:

General Civil Liability & Employer's Liability

i. General Civil Liability insurance, including risks depending on the intended use, as well as product liability and food poisoning liability, together with extensions covering material damages arising from fire, explosion, short circuit vis-à-vis third parties, and the extension of the sub-concessionaire's liability regarding the concessioned area under its care, custody and control (Care, Custody & Control liability extension).

Minimum liability limits:

€1,000,000 per incident

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

ii. Employer's Liability:

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

Maximum Liability Limit of the Insurance Policy

€ 2,000,000.00

**THE CHIEF EXECUTIVE OFFICER OF THPA S.A.**

**Dr. IOANNIS TSARAS**

ANNEX 1 (Template Participation Letter of Guarantee)

ANNEX 2 (Template Performance Bond – Phase A)

ANNEX 3 (Template Performance Bond – Phase B)

ANNEX 4 (Floor Plan & Topographic Diagram of the Sub-concession Area)

ANNEX 5 (Information Document on the Processing of Personal Data)

## **ANNEX 1: (Template Participation Letter of Guarantee)**

PARTICIPATION LETTER OF GUARANTEE  
FOR THE OPEN TENDER FOR THE SUB-CONCESSION OF THE USE OF SHED Y3 OPPOSITE WAREHOUSE  
20 OF THE PORT OF THESSALONIKI, FOR DEVELOPMENT AND COMMERCIAL EXPLOITATION  
FOLLOWING RESTORATION AND RECONSTRUCTION

No ...../ ..--20..

AMOUNT: XXX thousand euros (€ XXX,000.00)

To: Thessaloniki Port Authority S.A. (THPA S.A.)

By this letter, we expressly, irrevocably and unconditionally guarantee, jointly and severally as primary obligors, up to the maximum amount of XXX thousand euros (€ XXX,000.00) in favor of ..... (full details of the beneficiary) [or (in the case of an association/joint venture of economic operators) in favor of all members of the association/joint venture of economic operators “.....” and specifically in favor of: 1)..... 2) ..... 3) ..... etc., legally represented by ..... (full name, ID number, address), as well as individually in favor of each of the above legal entities and for all such entities as jointly and severally liable among themselves due to their capacity as members of the above association for the fulfillment of their obligations arising from their participation in the Tender] (hereinafter the “Participant”) announced by THPA S.A. on ...../...../2026 concerning the sub-concession of the use of Shed Y3 opposite Warehouse 20 of the Port of Thessaloniki for development and commercial exploitation following restoration and reconstruction (hereinafter the “Tender”), in accordance with your Tender Notice no. TED RE 01/2026 and Clause 6 thereof.

This Letter of Guarantee covers, throughout its validity period, only the obligations of the above Participant arising from participation in the above Tender.

The above amount shall remain at your disposal and shall be paid to you in whole or in part, without any objection, dispute or defense on our part and without examination of the validity or otherwise of your claim, within three (3) working days from receipt by the Bank of a relevant written notification from THPA S.A. regarding total or partial forfeiture of the guarantee, declaring that the beneficiary has violated the participation terms, without further justification.

No authorization, action or consent of the Participant shall be required for such payment and no reservation, objection, defense or appeal by the Participant, nor any legal remedy or application of any nature, including requests for non-forfeiture and non-payment of this guarantee or requests for judicial escrow, shall be taken into account. Furthermore, by this letter we expressly and unconditionally waive the rights of division and discussion, the right to invoke against you all defenses available to the principal debtor, including non-personal defenses, and generally every defense available to us as guarantor arising from the provisions of the Greek Civil Code (including defenses under Articles 852–857, 862–864 and 866–868 of the Civil Code).

This Letter of Guarantee shall remain valid until [\*\*\*], and any request for forfeiture hereof must reach the Bank by that date. Upon expiry of such date, this Letter of Guarantee shall automatically become null and void.

In any event, the validity hereof shall cease either upon return of the original document to the Bank or upon receipt of your written declaration releasing our Bank from any related obligation. We undertake to extend the validity of this guarantee in the event of extension of the validity of the Participant's Offer, provided that your relevant request is submitted to us prior to the expiry date hereof.

In the event of forfeiture of this guarantee, any tax, fee or expense shall be borne by the Participant.

This guarantee, as well as every obligation arising therefrom, shall be governed by Greek law and any dispute arising therefrom shall be resolved before the Courts of Thessaloniki.

Yours sincerely,

## ANNEX 2 (Template Performance Bond – Phase A)

PHASE A PERFORMANCE LETTER OF GUARANTEE REGARDING THE SUB-CONCESSION AGREEMENT FOR THE USE OF SHED Y3 OPPOSITE WAREHOUSE 20 OF THE PORT OF THESSALONIKI, FOR DEVELOPMENT AND COMMERCIAL EXPLOITATION FOLLOWING RESTORATION AND RECONSTRUCTION

No ...../ ..--20..

AMOUNT: € [●] ([●] euro)

OPEN-ENDED DURATION

To: Thessaloniki Port Authority S.A. (THPA S.A.)

By this letter, we expressly, irrevocably and unconditionally guarantee, jointly and severally as primary obligors, up to the maximum amount of ..... [in figures and in words], in favor of ..... (full details of the beneficiary) [or (in the case of an association/joint venture of economic operators) in favor of all members of the association/joint venture of economic operators “.....” and specifically in favor of: 1)..... 2) ..... 3) ..... etc., legally represented by ..... (full name, ID number, address), as well as individually in favor of each of the above legal entities and for all such entities as jointly and severally liable among themselves due to their capacity as members of the above association, for the fulfillment of their obligations arising from Agreement XXX (hereinafter the “Contractor”), for the faithful implementation and proper performance by the beneficiary of the terms of the Agreement dated .....entitled: “Sub-concession of the use of Shed Y3 opposite Warehouse 20 of the Port of Thessaloniki, for development and commercial exploitation following restoration and reconstruction” (hereinafter the “Agreement”).

This Letter of Guarantee covers, throughout its validity period, only the obligations of the Contractor arising from the Agreement with respect to Phase A, namely the Construction Works. The above amount shall remain at your disposal and shall be paid to you in whole or in part, without any objection, dispute or defense on our part and without examination of the validity or otherwise of your claim, within three (3) working days from receipt by the Bank of a relevant written notification from THPA S.A. regarding total or partial forfeiture of the guarantee, declaring that the beneficiary has violated the terms of the Agreement in relation to Phase A, without further justification.

No authorization, action or consent of the Contractor shall be required for such payment and no reservation, objection, defense or appeal by the Contractor, nor any legal remedy or application of any kind, including requests for non-forfeiture and non-payment of this guarantee or for placement thereof under judicial escrow, shall be taken into account.

Furthermore, by this letter we expressly and unconditionally waive the rights of division and discussion, the right to invoke against you all defenses available to the principal debtor, including non-personal defenses, and generally every defense available to us as guarantor arising from the provisions of the Greek Civil Code (including the defenses under Articles 852–857, 862–864 and 866–868 of the Civil Code).

This letter of Guarantee applies either (a) until the signing of the Protocol for the Certification of construction works a’ phase and the presentation of a Letter of Guarantee of good execution B’ phase in accordance with the provisions of the Agreement, and until then any request for the forfeiture of this document must have been received by the Bank. Upon the occurrence of any of the above events, this Letter shall automatically become null and void and of no effect. In any

event, the validity of this Letter shall cease either upon the return of the original hereof to the Bank or upon our receipt of your written declaration stating that our Bank may be released from any relevant obligation.

In the event of the enforcement of this Letter, any tax, duty or expense shall be borne by the Contractor.

This Letter, as well as any obligation arising therefrom, shall be governed by Greek law, and any dispute arising therefrom shall be resolved before the courts of Thessaloniki.

Yours sincerely,

**ANNEX 3 (Template Performance Bond – Phase B)**

PERFORMANCE BOND – PHASE B

IN RELATION TO THE SUB-CONCESSION AGREEMENT FOR THE USE OF SHED Y3 OPPOSITE WAREHOUSE 20 OF THE PORT OF THESSALONIKI, FOR DEVELOPMENT AND OPERATION, FOLLOWING RESTORATION AND RECONSTRUCTION

No ...../ ..--20..

AMOUNT: € [●] ([●] euro)

OF INDEFINITE DURATION

To: Thessaloniki Port Authority S.A. (ThPA S.A.)

By the present, we expressly, irrevocably and unconditionally guarantee to you, assuming joint and several liability as principal debtors up to the maximum amount of ..... [in figures and in words] in favor of ..... (full details of the beneficiary) [or (in the case of an association of economic operators) in favor of all members of the association of economic operators “.....” and specifically in favor of: 1)..... 2) ..... 3) ..... etc., which is lawfully represented by..... (full name, ID Card No., Address), as well as individually in favor of each of the above legal entities and for all such entities jointly and severally liable among themselves due to their capacity as members of the above association for the fulfillment of their obligations arising from the Agreement] (hereinafter the “Contractor”), for the proper implementation and faithful performance by the beneficiary of the terms of the Agreement dated ..... entitled: “Sub-concession of the use of Shed Y3 opposite Warehouse 20 of the Port of Thessaloniki, for development and operation, following restoration and reconstruction” (hereinafter the “Agreement”).

This Letter of Guarantee covers, throughout its validity period, only the Contractor’s obligations arising from the Agreement in relation to Phase B, namely the use and operation of the Sub-concession Area.

The above amount shall remain at your disposal and shall be paid to you, in whole or in part, without any objection, dispute or reservation on our part and without examining the validity or otherwise of your claim, within three (3) working days from receipt by the Bank of relevant written notice from ThPA S.A. regarding the total or partial forfeiture of the guarantee, stating that the beneficiary has breached the terms of the Agreement in relation to Phase B, without any further justification.

No authorization, action or consent of the Contractor shall be required for such payment, and no reservation, objection, dispute or appeal of the Contractor, nor any legal remedy or recourse whatsoever, including requests for non-forfeiture and non-payment hereof or for placement hereof under judicial escrow, shall be taken into account.

Furthermore, by the present, we expressly and unreservedly waive the rights of division and discussion, the right to invoke against you all defenses available to the principal debtor, including non-personal defenses, and generally every defense available to us as guarantor

arising from the provisions of the Greek Civil Code (including the defenses under Articles 852–857, 862–864, and 866–868 of the Greek Civil Code).

This Letter of Guarantee shall remain valid until the original hereof is returned to the Bank, whereupon it shall automatically become null and void and shall have no force against us, provided that before the expiry of the above period no written claim has been notified to us for the amount of the guarantee against the person to whom this Letter relates.

In the event of forfeiture of this Letter, any tax, duty or expense shall be borne by the Contractor.

This Letter, as well as any obligation arising therefrom, shall be governed by Greek law, and any dispute arising therefrom shall be resolved before the courts of Thessaloniki.

Yours sincerely,

**ANNEX 4 (Floor Plan & Topographic Diagram of the Sub-concession Area)**





## ANNEX 5 (Information Document on the Processing of Personal Data)

### INFORMATION ON THE PROCESSING OF PERSONAL DATA

#### According to Art. 13 GDPR 679/2016

*(accompanying the forms of **Applications for Participation** in Tenders – Invitations – Notices – Offers, etc. of the Real Estate Department of the General Administrative Directorate of “ThPA S.A.”)*

The société anonyme under the corporate name “Thessaloniki Port Authority” (ThPA S.A., Law 2688/99, Government Gazette 40A’/1-3-99), headquartered in Thessaloniki (Pier A, within the Port, Postal Code 54625, tel.: 2310 593 118-121), **lawfully represented**, hereby informs, in accordance with the applicable legislation on the protection of personal data and in particular Regulation (EU) 679/2016 (GDPR), **in its capacity as**

“**Data Controller**”, the natural person (hereinafter referred to as the “Data Subject”) signing the Application for Participation, the Offer or any other form of similar purpose of the Real Estate Department of the General Administrative Directorate of “ThPA S.A.” and submitting the required supporting documents, **whether** on his/her own behalf and as representative of a sole proprietorship, **or** as a natural person – legal representative of the legal entity participating in the procedure, **or** under another similar legitimizing capacity, that “ThPA S.A.” itself and its competent Directorates/Departments *(as well as its employees acting under its supervision, on its instructions and on its behalf within the scope of their duties, and possibly others acting jointly as “Data Controllers”, “Processors”, third parties or recipients, such as other participants in the procedure, ministries, public authorities, tax offices, judicial authorities, etc., in compliance with a legal obligation of the “Data Controller”, for the performance of its duties or for the execution of a contract)*, **collect, process and retain** the personal data referred to in the Application for Participation, the Offer or any other form of similar purpose of the Real Estate Department of the General Administrative Directorate of “ThPA S.A.” and in the documents accompanying them, which are voluntarily submitted to “ThPA S.A.” by the “Data Subject”, either on his/her own behalf (*sole proprietorship*) or on behalf of the legal entity or other legal organization represented by him/her.

Such data shall be used for the purposes of processing the Application for Participation, the Offer or any other form of similar purpose of the Real Estate Department of the General Administrative Directorate of “ThPA S.A.”. The purpose of the processing may include: the evaluation of the Application/Offer etc., the verification of the details of the “Data Subject” or of the company represented by him/her, as required by the procedure, the assessment of the suitability of the “Data Subject” or the company represented by him/her as a prospective contracting party for entering into a contract with “ThPA S.A.” or within the framework of an intention to conclude a contract (*Article 6(1)(b) GDPR, Recital 44*). Furthermore, “ThPA S.A.” processes such data in order to communicate with the “Data Subject”, whenever deemed necessary, on matters relating to the procedure, and to ensure the compliance of “ThPA S.A.” with the requirements of the Regulation and the law (*compliance with a legal obligation, Article 6(1)(c) GDPR*). Such data shall be retained by the competent Real Estate Department **for the necessary period required for the review of the Application/Offer etc. and the supporting information submitted therewith, for the duration**

of completion of the procedure, for the period during which any objections or other legal remedies and recourses may be filed, whether internally provided for or under legislation, for the duration of fulfillment of the mutual obligations and limitation period of mutual claims, and generally for as long as required by the letter and spirit of the Regulation on the Award of Sub-concession Agreements and the relevant legislation and agreements governing the operation of “ThPA S.A.”, as applicable from time to time. Thereafter, they shall be archived either in hard copy or electronically in a manner preventing access by unauthorized employees. Their secure destruction is provided for after the lapse of the required retention period, as prescribed by the applicable legislation (*for the period up to 23-3-2018, the provisions of Article 191 §2 of Law 4610/2019 (Government Gazette A’70) apply, while for the period following such date and the conversion of the “Data Controller” into a société anonyme, the maximum limitation period under the Greek Civil Code shall apply*). The provision of such data is necessary for the present procedure and, if not provided by the “Data Subject”, the relevant service 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 the data concerning him/her, objection to processing, as well as erasure and data portability, **always subject to the terms and limitations of the applicable legislation** (*e.g. Articles 17(3), 20(3), 23 GDPR*). Such rights may be exercised either by completing the relevant application form available at the **Corporate Governance Department (Protocol Office) and at the Real Estate Department of the General Administrative Division of “ThPA S.A.”**, or by sending a letter to the address:

“ThPA S.A.”, Pier A, within the Port, Postal Code 54625, Thessaloniki, tel.: 2310 593118, or by email to: [dpo@thpa.gr](mailto: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 a further two months where necessary, taking into account the complexity and 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 address the **Hellenic Data Protection Authority** either in writing (Address: *Kifisias 1-3, Postal Code 115 23, Athens*) or by email ([www.dpa.gr](http://www.dpa.gr)).

Thessaloniki, \_\_\_\_ / \_\_\_\_ /2026

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