



Call for Tender

***UPDATE STUDY AND PROJECT MANAGEMENT FOR THE
EXPANSION OF THE MARINE WORKS INFRASTRUCTURE OF
PIER 6***

Thessaloniki, Greece

22/03/2019

OPEN PROCEDURE – CALL FOR TENDER

**UPDATE STUDY AND PROJECT MANAGEMENT FOR THE EXPANSION OF THE
MARINE WORKS INFRASTRUCTURE OF PIER 6**

<p>PROJECT OWNER / CONTRACTING AUTHORITY</p>	<p>THESSALONIKI PORT AUTHORITY S.A. (THPA S.A.) Address: Thessaloniki Port Postal Code.: 54625 Tel.: (+30) 2310 593118, (+30) 2310 593121 Fax: 2310 510500 E-mail: secretariat@thpa.gr Web site: www.thpa.gr</p>
<p>TYPE OF PROCEDURE</p>	<p>Open Procedure – Call for Tender</p>
<p>TENDER PUBLICATION</p>	<p>Tender documents are published in THPA S.A. website (www.thpa.gr) on 22/03/2019.</p>
<p>DEADLINE FOR OFFERS SUBMISSION</p>	<p>The Offers must be submitted no later than 15:00 hours (Greece time) of 23/04/2019, at the Central Protocol of THPA at the Main Administration Building of the 1st Pier, Thessaloniki.</p>
<p>AWARD CRITERION</p>	<p>The most economically advantageous offer in terms of the criteria stated in this Call for Tender.</p>
<p>INFORMATION OR CLARIFICATIONS</p>	<p>Project Studies Department of THPA S.A. Competent employee: Lazaros Ladopoulos E-mail: lladopoulos@thpa.gr and secretariat@thpa.gr (please send to both emails)</p>

Contents

Definitions	4
1. BACKGROUND	6
1.1 Preamble	6
1.2 Thessaloniki Port Authority S.A. (THPA)	6
1.3 The HRCA	7
1.4 THPA’s CAPEX PLANS	7
2. CONTRACTING AUTHORITY- THE CALL FOR TENDER.....	10
2.1 The Contracting Authority	10
2.2 The Current Process (hereinafter: the Tender)	10
2.3 Eligible Candidates	11
3. SCOPE OF WORK	13
3.1 Description of DPM Tasks.....	13
3.2 A more detailed description of the tasks to be carried out by the DPM	14
3.3 Duration of Engagement	17
3.4 Cooperation with other involved parties	17
4. THE SELECTION PROCESS REQUIREMENTS	19
4.1 Candidate’s requirements – Exclusion criteria (Pass/ Fail process)	19
4.2 The Technical Proposal.....	21
4.3 The Financial Proposal.....	22
5. SUBMISSION OF OFFERS	25
5.1 The submission process.....	25
5.2 The Offer.....	25
5.3 The Sub-folders	26
5.4 The Evaluation process.....	28
6. SELECTION AND AWARD PROCESS.....	30
6.1 The award criteria and the selection of the DPM	30
6.2 The award of the Contract	31
6.3 Rejection of the Offers	31
7. LIMITATION OF LIABILITY.....	32
8. APPLICABLE LAW	33
APPENDIX A: FINANCIAL PROPOSAL SUBMISSION FORM.....	34
APPENDIX B: BRIEF PROJECT DESCRIPTION	35

Definitions

For the purposes of understanding the terms of this Call for Tender, definitions of the following terms are given herein below:

- a) “Authorized Representative”: a legal representative of the Candidate (according to the Candidates statutes/bylaws) thereof or a specifically authorised representative (by a decision issued by the Candidate’s competent body), as the case may be, who has the power to bind the Candidate and also has the authority to sign and submit the Candidate’s Offer;
- b) “Call”: the said document;
- c) “Candidate”: The legal entities/companies participating in the Tender by submitting an Offer;
- d) “Central Protocol”: The office of THPA’s Central Protocol located at the Main Administration Building at THPA’s premises at 1st pier , 54 625 Thessaloniki, Greece;
- e) “Designer and Project Manager or DPM”: The Candidate to whom the contract of services shall be awarded, by virtue of the contract to be drafted and signed, following the Tender;
- f) “Contracting Authority”: is the Thessaloniki Port Authority S.A.;
- g) “DPM Agreement”: has the meaning of para. 2.2.1 hereof;
- h) “Eligible Bank”: means a bank or credit institution that is lawfully established and operating: (i) in a jurisdiction that is an EU, EEA, OECD or FATF member state or member country; or (ii) in another jurisdiction that has a long-term debt rating of A- (or equivalent) or superior by at least two of Standard & Poor's, Fitch or Moody's;
- i) “Evaluation Committee or Committee”: is the committee awarded with the authority to open and evaluate the Offers;
- j) “Interested Parties”: Companies that have an interest to submit a binding Offer;
- k) “Financial Proposal”: has the meaning of para. 4.3 below;
- l) “First CAPEX Period or CAPEX I”: has the meaning defined in para 1.4.2 below;
- m) “Guarantee Amount”: has the meaning of para. 4.1.4;
- n) “HRCA”: has the meaning of para. 1.3 hereof;
- o) “Offer”: The offer to be submitted by the Candidates in the frame of this Tender and/or the main file of the offer which includes three sub-files: (i) the Participation Supporting Documentation, (ii) the Technical Proposal and (iii) the Financial Proposal;
- p) “Performance Guarantee”: has the meaning of para. 4.1.4;
- q) “Project”: the overall services of a Designer and Project Manager (DPM) that will be according to the process described herein;

- r) “Project Team”: is the team of the Candidate’s personnel that will be occupied in the Project, as per para. 4.2 (iii);
- s) “Second CAPEX Period or CAPEX II”: has the meaning defined in para 1.4.3;
- t) “Solemn Declaration”: refers to the Solemn Declaration as per Law 1599/1986 or in the case of a foreign candidate a text of analogous form of evidence, in accordance with the provisions of the country of provenance thereof, signed by the Authorized Representative. In all cases where there is a reference to the term “Solemn Declaration”, it is intended that such is effected by certification of the original signature of the signatory;
- u) “Subcontractor”: has the meaning of para.2.3.3;
- v) “Technical Proposal”: has the meaning of para. 4.2 below;
- w) “Temporary Designer and Project Manager (DPM)”: has the meaning of para. 6.1.5;
- x) “Tender”: the tender process described in this document;
- y) “THPA”: The societe anonyme under the corporate name “Thessaloniki Port Authority S.A.”;

1. BACKGROUND

1.1 Preamble

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

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

1.2 Thessaloniki Port Authority S.A. (THPA)

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

1.2.2 In December 2017, following an open public tender process, the Hellenic Republic Asset Development Fund S.A. (HRADF), under its capacity as the major shareholder of THPA, and SOUTH EUROPE GATEWAY THESSALONIKI (SEGT) LIMITED entered into a Shares Purchase Agreement (hereinafter: SPA) for the acquisition of the

majority participation of 67% in the share capital of THPA. In 23 of March 2018 (hereinafter: Closing I day), after the satisfaction of certain conditions precedent, the SPA was effected by the execution of the transaction and the transfer of THPA's majority shares from HRADF to "SOUTH EUROPE GATEWAY THESSALONIKI (SEGT) LIMITED". (On Closing I, THPA ceased to be a state-owned company and since that day it is a private-owned company).

1.3 The HRCA

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

1.3.2 Against the background of the ongoing Privatisation Process and as envisaged and permitted by the 2009 HRCA, the Hellenic Republic and THPA engaged in good faith negotiations, resulting in the finalisation and conclusion of a new amendment of the 2009 HRCA (hereinafter: **2018 HRCA**), which was finally signed by the parties on 2/2/2018 and ratified by law 4522/2018 (Government Gazette A' 39/7.3.2018).

1.4 THPA's CAPEX PLANS

1.4.1 Pursuant to Section 7 of the 2018 HRCA, THPA shall implement the mandatory capex plan in respect of two separate CAPEX Periods (as defined below in paras 1.4.2 and 1.4.3), detailing binding priority investments (Mandatory Enhancements) as well as corresponding estimated investment amounts for such period.

1.4.2 The First CAPEX Period shall commence on the earlier of the third (3rd) anniversary of the Effective Date (23.03.2018) or the date of delivery by THPA to the Hellenic Republic of written notice (the notice of commencement) confirming THPA's intention to commence works in respect of the First Mandatory Enhancements (as defined below) (the earlier of such dates being the **First CAPEX Period Commencement Date**) and, subject to the **First CAPEX Period Extension** (as defined hereinbelow), shall expire on the date immediate prior to the seventh (7th) anniversary of the Effective Date (the Initial First CAPEX Period End Date). If, by the Initial First CAPEX Period End Date: (i) the project of the "New rail link between the Port of Thessaloniki Pier VI and the

existing National Railway Network” has not been completed and made available for commercial freight transport; and/or (ii) the project of the “Completion of the road link between the Port of Thessaloniki Pier VI and the PATHE National Road Corridor and EGNATIA Motorway” has not been completed and made available to the public for normal schedule use the end date of the First CAPEX Period shall upon THPA requesting and extension (the **First CAPEX Period Extension**) by notice in writing to the Hellenic Republic, be extended from the Initial First CAPEX Period End Date to the earlier of the date of actual completion of both above-mentioned projects or the eighth (8th) anniversary of the Effective Date (the earlier of such dates being referred to as the extended First CAPEX Period End Date). References herein to the First CAPEX Period End Date shall be construed, as applicable, as references to the Initial First CAPEX Period End Date or, in the case of the First CAPEX Period Extension, the Extended First CAPEX Period End Date. During the First CAPEX Period, THPA shall undertake the Mandatory Enhancements outlined in ANNEX 7.2 of the 2018 HRCA (hereinafter: the First Mandatory Enhancements) and presented below in table 1.4.2. Within the First CAPEX Period THPA shall implement the following First Mandatory Enhancements, summing up to an aggregate reference cost of €180,000,000.

Table 1.4.2 – The 2018 HRCA Mandatory Enhancements

No.	Mandatory Enhancement	Reference Cost (in €)
1.	Pier 6, expansion of the marine works infrastructure. The expansion of the marine works infrastructure of Pier 6 includes at <u>least</u> the following: <ol style="list-style-type: none"> a. Construction of one new additional quaywall, as a straight line extension of existing quays, with a continuous length of 440 m, out of which at least 400 m providing a minimum draught of -16.50 m MSL (Mean Sea Level) b. Construction of additional yard area, at least 300 m wide, alongside the above new quaywall. c. Construction of all complementary infrastructure works needed for the full operation of both the new quaywall and the corresponding yard, including dredging of navigation channel and ship maneuvering area at a minimum water depth of – 16.50 m MSL, pavements at the yard area, utilities networks, etc. but excluding purchasing of any terminal equipment. 	130,000,000
2.	Pier 6, Container Terminal equipment and Bulk Terminal equipment	30,000,000
3.	General Port Development, including the Remedial Works for Old Customs building	20,000,000
	Total	180,000,000

The above projects are separated in two categories of First Mandatory Enhancements, namely those identified as Priority I (hereinafter: the Priority I First Mandatory Enhancements) and those identified as Priority II (hereinafter: the Priority II First Mandatory Enhancements), where:

- a. The following mandatory enhancements are identified as **Priority I First Mandatory Enhancements**.

Mandatory Enhancement	Total Investment Costs (in €)
No. 1	130,000,000

- b. The following mandatory enhancements are identified as Priority II First Mandatory Enhancements.

Mandatory Enhancement	Total Investment Costs (in €)
No.2, No.3	50,000,000

1.4.3 The Second CAPEX Period shall commence on the calendar day immediately following the First CAPEX period End Date and expire on the fifth (5th) anniversary of such date. Within the Second CAPEX Period, THPA undertakes Mandatory Enhancements (hereinafter: the Second Mandatory Enhancements) with an aggregate reference cost (excluding VAT) for all Second Mandatory Enhancements equal to the sum of:

- Any and all amounts derived from the application of the section 7.15 of the 2018 HRCA; plus
- an amount equal to the shortfall amount of the First CAPEX Period.

2. CONTRACTING AUTHORITY- THE CALL FOR TENDER

2.1 The Contracting Authority

2.1.1 The Contracting Authority is THPA.

2.1.2 The address to which the offers are submitted is:

Thessaloniki Port Authority S.A.

Main Administration Building, 1st Pier

Postal Code: 54625, Thessaloniki, Greece

Contact Person: Evangelia Hambidou, Central Protocol of THPA

Tel.: +30 2310 593118, + 30 2310 593121

2.2 The Current Process (hereinafter: the Tender)

2.2.1 The scope of the Tender shall be the entering of THPA into a consultancy agreement with the Designer and Project Manager (hereinafter: the DPM) who will be responsible for all necessary actions required for the update and modification of studies regarding the project “Expansion of the Marine Works Infrastructure of Pier 6”, the project management and supervision of project construction and the effective application of the 2018 HRCA provisions.

2.2.2 This Call for Tender is published at THPA’s website (www.thpa.gr).

2.2.3 This Call for Tender is also available at the Project Studies Department of THPA (Technical Services Building of THPA, Gate 11, information by Mr Lazaros Ladopoulos, tel.: +30 2310 593328) during working days and hours. Therefore, Interested Parties may also receive (if they wish) a hard copy of the Call for Tender, until 10 calendar days (included), prior to the expiry of the time limit for the submission of offers, from the above department.

2.2.4 Interested Parties may request additional information or clarifications in relation to this Call for Tender until 10 calendar days (included), prior to the expiry of the time limit for the submission of offers, by submitting questions in writing to the Project Studies Department of THPA by e-mail at both: lladopoulos@thpa.gr and secretariat@thpa.gr. After the lapse of the above time limit no other communication or request for clarifications as to any terms of this Call for Tender may be acceptable. Written responses by THPA are notified to all Interested Parties until 5 calendar days (included), prior to the expiry of the time limit for the submission of offers. Candidates are not allowed to refer to verbal responses or clarifications by THPA.

2.2.5 The Offers must be submitted no later than 15:00 hours (Greece time) of 23/04/2019, at the Central Protocol of THPA at the Main Administration Building of the 1st Pier, Thessaloniki. Along with the hard copies, the offers must also be submitted in “pdf format” files in a USB stick. The competent employee to provide further information

in relation to the submission process is Mr Lazaros Ladopoulos, tel: +30 2310 593328, e-mail: lladopoulos@thpa.gr and secretariat@thpa.gr (please send to both emails).

2.2.6 THPA, at its absolute discretion and without any right of compensation of any kind, has the right to cancel or repeat the Tender at any stage of the procedure and, including among others:

- a) due to irregular conduct, if such irregularity affects the outcome of the procedure;
- b) there was no adequate competition;
- c) if the outcome is justifiably deemed to be non-satisfactory;
- d) if there has been a change of needs in relation to the project to be awarded;
- e) if none of the Candidates submitted the required documents;
- f) the price quotations are obviously and clearly excessive.

2.2.7 THPA may also cancel the outcome of the Tender and resort to the procedure of negotiations, when there is an emergency cause, which is not due to THPA.

2.2.8 THPA can proceed to negotiations regarding the terms of the contract, including the total contractual price, with one or more Candidates either before or after the award.

2.2.9 THPA can proceed with requests for improved financial offers from one or more Candidates either before or after the award.

2.2.10 Since THPA is a private-owned company and due to the immense importance of the prompt and adequate completion of CAPEX I (both for THPA and the Hellenic Republic and consequently for the public interest), no objections in relation to the content of this Call (if submitted) will be examined by THPA, because it could unreasonably delay the abovementioned process.

2.3 Eligible Candidates

2.3.1 Eligible to participate in the Tender are companies or natural persons possessing the qualifications and satisfying the criteria set out in para. 4.1.

2.3.2 Eligible are also Joint Ventures or Consortiums between two or more parties. In case of Joint Ventures or Consortiums, the criteria prescribed in paras. 4.1.1 (personal situation criteria), 4.1.2 (conflict of interest) and 4.1.5.1 (suitability to pursue the professional activity) should be fulfilled by each one of the companies consisting the Joint Venture or Consortium. The criterion prescribed in para. 4.1.3 (Economic and Financial Standing Criterion) should be fulfilled by the company that has a degree of participation in the Joint Venture or Consortium of at least 51% (Joint Venture/ Consortium Leader). The criteria of paras. 4.1.5.2 (previous experience) and 4.1.5.3 (similar projects) should be fulfilled by combination of the parties consisting the Joint Venture or Consortium.

2.3.3 Subcontracting is permitted to natural persons and / or companies, and only in relation to a part of the Project that will correspond, in total, up to 40% of the fee paid for the

services requested herein. The Candidates' intention to award a subcontracting contract for part of the Project must be in accordance with the above conditions and must be declared, disclosed and described in the Candidates' Offer, as provided herein. Subcontractor(s) should satisfy the criteria prescribed in paras. 4.1.1 (personal situation criteria), 4.1.2 (conflict of interest) and 4.1.5.1 (suitability to pursue the professional activity), as if they were Candidates themselves. Subcontractor(s) should also have proven: (a) at least 15-year experience in studies of marine works infrastructure if they will be involved in the study of the Project or (b) at least 15-year experience in project management/ supervision of marine works infrastructure if they will be involved in the project management of the Project.

- 2.3.4** For the abovementioned reason all similar documentation, evidencing satisfaction of the criteria, must be included in the Candidate's Offer as well as the necessary documentation proving the Subcontractor's specific agreement to participate in this Tender.
- 2.3.5** Any company or natural person is not allowed to participate in more than one candidate schemes either as a member of a Joint Venture/ Consortium or as a Subcontractor.

3. SCOPE OF WORK

3.1 Description of DPM Tasks

3.1.1 The DPM shall provide, under the supervision and final approval of THPA, the following services:

- i. Preparation and compilation of the Draft Detailed Design (see Section 7.6 of 2018 HRCA) for the Priority I First Mandatory Enhancement No1 “Expansion of the Marine Works Infrastructure of Pier 6”, with a reference cost of €130,000,000 (see Annex 7.2 of 2018 HRCA and Table 1.4.2 of the Call);
- ii. Project management and supervision of the construction of the Priority I First Mandatory Enhancement No1 “Expansion of the Marine Works Infrastructure of Pier 6”.

3.1.2 In addition, the DPM shall provide support to THPA during: (a) the review of the Detailed Design by the Independent Engineer, (b) the approval process of the Detailed Design by the competent authorities (Technical Services Directorate of the Region of Central Macedonia), (c) the tender process for the award of the construction of the project “Expansion of the Marine Works Infrastructure of Pier 6” and (d) the monitoring of construction works by the Independent Engineer.

3.1.3 The DPM should provide the final deliverables (reports, tender documents, designs and drawings) of the Detailed Design both in the Greek and in the English language. The DPM should also provide all the reports and the respective documents that are required for the communication with public parties both in the Greek and in the English language. In each case, the official and prevailing language shall be Greek.

NOTE 1:

- a. In the context of the preparation and compilation of the Draft Detailed Design for the Priority I First Mandatory Enhancement No1 “Expansion of the Marine Works Infrastructure of Pier 6”, the DPM shall provide all necessary studies and actions required for the update and modification of the existing studies, including the tender documents, for the award of the construction of the project “Expansion of the Marine Works Infrastructure of Pier 6”;
- b. The project “Expansion of the Marine Works Infrastructure of Pier 6” includes, in accordance with Annex 7.2 of 2018 HRCA and Table 1.4.2 of the Call, the following in brief:
 - i. Construction of an additional quaywall, as a straight line extension of existing Quay 26;
 - ii. Construction of additional yard area alongside the above new quaywall;
 - iii. Construction of all complementary infrastructure works needed for the full operation of both the new quaywall and the corresponding yard;

- c. The Offers of the Candidates should be based on APPENDIX B “Brief Project Description”;
- d. The existing studies for the project of the expansion of the marine works infrastructure of Quay 26 of Pier 6, which are required to be updated and modified, shall be available to the DPM (successful Tenderer).

3.2 A more detailed description of the tasks to be carried out by the DPM

3.2.1 More analytically, the services to be provided to THPA by the DPM shall consist in:

- i. Preparation and compilation of design studies in final or implementation stage, according to the technical specifications and standards applicable to public works in ports in Greece, including for the time being, without limitation, the National Regulations for Reinforced Concrete, the National Seismic Regulations, the National Pricing Lists and Presidential Decree 696/1974 for every category of study, including drawings, calculations, issues and technical description (see Section 7.6 of 2018 HRCA);
- ii. Preparation and compilation of the project file for approval of the study and the permits of works;
- iii. Preparation of the file and submission of the application for all necessary permits/approvals relating and pertaining to the DPM designs, as required under the laws of Greece and in compliance and coordination with the requirements of various relevant authorities, as far as the design, commencement, development, and completion of the project is concerned;
- iv. Communicating with THPA and writing down of operational needs correlated to works to be executed;
- v. Reviewing and detecting applicable laws, standards and obligations derived by 2018 HRCA;
- vi. Establish a detailed list of applicable legislation, technical standards and specifications for each category of technical study to be carried out;
- vii. Preparation of all tender documents, including Special Specifications, Technical Description, Bills of Quantities or Schedule of Rates and a revised construction budget calculated in accordance with the National Pricing Lists (see Section 7.6(b) of 2018 HRCA);
- viii. Response to tender queries and provision of any supplementary information, documents and drawings during the tender process, if required;
- ix. Checking the completeness and maturity of designs and other procedures relating to the maturity of the project, and submitting related reports to THPA with recommendations for corrective interventions;
- x. Preparation and submission of reports or technical information to the authorities, if officially require and support THPA in technical matters;

- xi. Participation, - if required - with THPA, in the meetings with the Greek Authorities and in the negotiations, particularly in technical matters, examination of existing studies, and checking of the technical matters provided by THPA;
- xii. Proposal of the type of contract required for the efficient and smooth implementation of the project;
- xiii. Preparation of the draft contract documents for the engagement of the Contractor;
- xiv. Establishment in cooperation with THPA of the Summary Time Schedule, including Main Milestones, for the implementation of works, taking into consideration CAPEX time schedule and other obligations stemming from the 2018 HRCA;
- xv. Devising procedures and drawing up documents - forms to support the monitoring of works, and elaborating a Master Schedule together with a Work Breakdown Structure – WBS;
- xvi. Preparation of the Construction Time Schedule for the project (milestones, baseline-worst-best case scenario);
- xvii. Analyzing and documenting all contractual time-limits and actions and regularly monitoring their observance;
- xviii. Construction Project Management;
- xix. Monitoring of the progress of project works and reporting to THPA;
- xx. Preparing detailed monthly, quarterly and annual reports on the progress of works;
- xxi. Pursuing the completion procedure for the project, including the works' completion report, the pending issues list if applicable and the notification report for the project completion;
- xxii. Monitoring the possibility of completing the construction works of the investment plan according to the estimates-projections of studies and/or construction Contractor within the time-frame for completion;
- xxiii. Monitoring and reporting to THPA the progress of the project on a continuous basis and updating the time-schedule with actual project performance data, and controlling any impact along the project's critical path by using the proper program (MS Project etc.);
- xxiv. Submitting reports on the progress of actual costs (outflows), the ongoing monitoring of the works' budget, and projections - estimates regarding delivery of the project;

- xxv. Proposing corrections in order to meet as much as possible the projects' time objectives and to optimally organize the performance of works (construction sequence) and the use of production means (resources);
- xxvi. Providing support in contract management, especially where more specific issues are concerned such as delays, deviations from scheduled work flows, acceleration or suspension of works, change of circumstances, variations, Contractors' claims, and so forth;
- xxvii. Carrying out a "planned vs. actual" comparative evaluation where the time-schedule is concerned;
- xxviii. Compilation of quantitative progress certificates related to the various items of the Price Schedule Breakdown for the construction;
- xxix. Checking of the interim and final accounts of the Contractor, in order to forward them for approval;
- xxx. Control of payments;
- xxxi. Supervision of works and ensuring the accurate application of the design;
- xxxii. Checking compliance of construction works in respect to the study;
- xxxiii. Quality control audits, environmental impacts, structure safety etc.;
- xxxiv. Supervision and review of the tests performed, as well as control of material receipt,
- xxxv. Supervision and inspection of the quality control during construction and commission works and issuing technical acceptance protocols or non-conformance protocols (whatever applicable) during construction period, including FAT (factory acceptance tests) and SAT (site acceptance tests).
- xxxvi. Cooperating with THPA for all contractual or statutory time-limits for the timely exercise of rights such as appeals, recourse to arbitration or other remedies;
- xxxvii. Participating in meetings with THPA, as well as with the Contractor and all other parties involved, such as Sub-Contractors – Mechanical Engineers, Technical Consultants, etc;
- xxxviii. Identifying and dealing with issues and problems that arrive from the Contractor or the Subcontractor that may put at risk the timely completion of each sub-project (administrative weaknesses, lack of know-how, technical shortcomings, design shortcomings, legal or judicial bottlenecks and delays, management weaknesses, etc.) by taking appropriate action and submitting proposals which must be timely brought to the attention of THPA.

3.3 Duration of Engagement

3.3.1 The overall duration of the engagement shall be forty six (46) calendar months. In particular:

- a) The duration of the consulting/ designing services for the update and modification of studies regarding the project “Expansion of the Marine Works Infrastructure of Pier 6” shall be four (4) calendar months. A complete detailed time schedule should be submitted along with the proposal of each Candidate;
- b) The duration of the tender process for the award of the construction of the project “Expansion of the Marine Works Infrastructure of Pier 6” shall be four (4) calendar months.
- c) The duration of the project management and supervision of project construction “Expansion of the Marine Works Infrastructure of Pier 6” shall be thirty eight (38) calendar months. A complete detailed time schedule should be submitted along with the proposal of each Candidate;

3.3.2 By the end of the overall contract period THPA reserves the right to extend the duration of the engagement, if deemed necessary for the completion of the project and the approval process.

3.3.3 THPA reserves hereby the right to extend or amend the engagement with the DPM in order to include complementary services which may be required and cannot be identified today, but they shall prove either to be inseparable from the original engagement without causing a major issue or because they are absolutely necessary for the completion of the project. THPA also reserves the right to terminate the engagement at any point, in case of evidenced failure of the DPM to fulfill its obligations or there is no need any more for the completion of the project for any reason.

3.4 Cooperation with other involved parties

3.4.1 In addition to the appointment of the DPM, THPA has appointed, in relation to all projects of the First Mandatory Enhancements an Independent Engineer (hereinafter: the IE) in accordance with the provisions of 2018 HRCA.

3.4.2 DPM and their employees shall endeavour to ensure good cooperation in an appropriate manner with THPA’s personnel, the IE, advisers, consultants, contractors, subcontractors and specialists engaged in the project, insofar as these have an impact on project activities.

3.4.3 For the duration of the DPM Agreement, the DPM, their representatives and their employees shall refrain from any interference whatsoever in the internal affairs and operation of THPA, in particular with the satisfaction of THPA’s obligations under the 2018 HRCA. The way in which DPM will conduct their activities shall not substitute THPA and shall not give the impression of supervision or control on THPA’s operation and limitation of their rights.

- 3.4.4** The DPM, their representatives and their employees must not have any direct or indirect relation with the IE, which may give rise to a conflict of interest.

4. THE SELECTION PROCESS REQUIREMENTS

4.1 Candidate's requirements – Exclusion criteria (Pass/ Fail process)

4.1.1 Personal Situation Criteria

A Candidate, shall be disqualified, if:

- a) by means of a final decision of a criminal court has been proven to have committed criminal offences in any jurisdiction, which are related to its professional or business conduct, is not permitted to take part in the Tender, and consequently shall be disqualified. This disqualification criterion also applies to the Candidates' legal representative(s). Offences related to professional or business conduct include (but are not limited to) embezzlement, extortion, forgery, perjury, fraudulent bankruptcy and, additionally;
- b) it has been declared or has become bankrupt, insolvent or otherwise unable to pay its debts or has admitted in writing its inability generally to pay its debts as they become due, made a general arrangement or composition with or for the benefit of its creditors or a competent authority in any relevant jurisdiction: (i) has it placed in any other formal process of relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights in general (in Greece see Law 3588/2007-Bankruptcy Code, as in force); (ii) appoints an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or (iii) has a distress, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets at the date of submission of the Tender;
- c) it has not fulfilled or otherwise come to a lawful arrangement in respect of any material obligations relating to the payment of social security contributions, to the extent applicable;
- d) it has not fulfilled or otherwise come to a lawful arrangement in respect of any material obligations relating to the payment of taxes, to the extent applicable;
- e) it is guilty of serious misrepresentation in supplying the information required under this Section or have not supplied such information; and/or
- f) it has been found guilty of making false representations or to have neglected to submit required information in accordance with the law of the country where the Candidate is incorporated.

4.1.2 Conflict of interest:

Candidates and their major shareholders or key personnel of the Project Team, must not have, or had had over the past ten (10) years, a relationship or connection with THPA that gives rise, according to the Contracting Authority's opinion, to a conflict of interest.

4.1.3 Economic and Financial Standing Criterion:

A Candidate will be disqualified if its annual turnover (updated average of the last 3 audited financial years), from engineering consultancy services is not equal to or more than twenty million Euros (€20,000,000).

4.1.4 Performance Guarantee or Guarantee Amount or Insurances

4.1.4.1 The successful Candidate will be asked to provide, before/ or at the signing of the DPM Agreement, one of the following:

a) a Performance Guarantee of 5% of the amount of the contract, with an initial validity period of four (4) years and an obligation for its consecutive and uninterrupted renewal,

or

b) necessary documentation that an equal, to the Performance Guarantee, amount of 5% of the amount of the contract has been deposited, transferred and was made available as guarantee, in one of the following THPA's bank accounts,

or

c) confirmation that has valid professional indemnity insurance of not less than an amount equal to the limitation of liability in para. 7.1, public liability insurance of not less than three million Euros (€3,000,000) and employers liability insurance of not less than three million Euros (€3,000,000).

If the Temporary DPM fails to satisfy at least one of the abovementioned in para. 4.1.4.1, the DPM Agreement will be considered to be void and a new contract may be drawn up and sent to the Candidate which was ranked second.

Table 4.1.4 – THPA's bank accounts

 ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ	GR9201102100000021047129438
 ALPHA BANK	GR9301408460846002001000178
 Eurobank	GR5002600070000920200126291
ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ 	GR93 0172 2150 0052 1504 4724 728
 attica bank	GR73 0160 4670 0000 0008 4927 414

4.1.4.2 In the case of a Joint Venture or Consortium, the Performance Guarantee, or Guarantee Amount, or Insurances of para. 4.1.4.1 should also include the condition that the

guarantees or insurances, respectively, cover the obligations of all of the parties involved in the Joint Venture or Consortium.

4.1.5 Specialised Knowledge and Evidence of Expertise of the Candidate

4.1.5.1 Suitability to pursue the professional activity

Candidates/natural persons should be registered with Greece's Technical Chamber (Techniko Epimelitirio Ellados - TEE) or relevant professional register within the European Union or the WTO.

Candidates/Companies should be registered with a professional register in Greece, EU or WTO with scope of works relevant to the Project and possess the legal right to draft, sign and submit Technical Designs.

In case a professional register does not exist in the country of establishment of a Candidate, a proof of non-existence or a relative Solemn Declaration must be included in their offer.

4.1.5.2 Previous experience

Candidates or members of the Candidates must have proven at least 15-year experience in studies of marine works infrastructure and at least 15-year experience in project management/ supervision of marine works infrastructure.

4.1.5.3 Similar projects

Candidates must have carried out:

- a) Studies for marine projects and these projects should amount not less than, cumulative, one hundred thirty million euros (€130,000,000.00) in the last ten years. One (1) of these projects should have construction budget not less than eighty million euros (€80,000,000.00);

and

- b) Project management/ supervision for marine projects and these projects should amount not less than, cumulative, one hundred thirty million euros (€130,000,000.00) in the last ten years. One (1) of these projects should have construction budget not less than eighty million euros (€80,000,000.00);

4.2 The Technical Proposal

The Technical Proposal should include the following information:

- i. **Technical Approach:** In this section, the Candidates should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Candidates should also highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They should also explain the

methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- ii. **Work Plan:** In this section the Candidates should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by THPA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work, and ability to translate it into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should also be consistent with the total duration of the engagement, as set out in para 3.3 above.
- iii. **Organization and Staffing:** In this section the Candidates should propose the structure and composition of their teams. They should list the proposed project team by speciality and the organization of the team i.e. the tasks that would be assigned to each project team member and their timing. All key and other DPM personnel must possess significant experience in the field of their corresponding expertise in similar types of projects/ assignments.
- iv. **Track Record & Experience:** In this section, the Candidates should provide information on each assignment for which the Candidate, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment, during the last 10 years.

NOTE 2:

The Subcontractor's staff in the Project (if they exist) should be also presented in the Offer.

4.3 The Financial Proposal

- 4.3.1 In preparing the Financial Proposal, Candidates' proposals are expected to take into account the requirements and conditions outlined in this Call. The Financial Proposal should follow the standard form of APPENDIX A.
- 4.3.2 The price of the Financial Proposal includes any amounts of retention and withholding in favour of third parties as well as any other charges except for VAT. The price without VAT shall be taken into consideration for the comparison of the Offers.
- 4.3.3 The indication of the price in Euro (€) shall be written in two decimal digits. The general total shall be rounded in two decimal digits, adjusted upwards, if the third decimal digit is equal to or greater than five and, adjusted downwards, if less than five.
- 4.3.4 Any Offer, which sets forth a condition for readjustment of prices, is rejected as unacceptable.

4.3.5 Any Offers, which do not give prices in Euro (€) or determine the exchange of Euro (€) to foreign currency, shall be rejected as unacceptable.

4.3.6 If the offered price does not arise from the offer clearly, the offer is rejected as unacceptable by a decision of THPA.

NOTE 3:

During the preparation of their Offers, Candidates must consider the following Scheme of Billing, that will be reflected in detail in the DPM Agreement:

→ The DPM can choose to receive an advance payment, equal to 20% of the contractual fee, against the issue of an Advance Payment Guarantee. In such a case, the DPM shall provide THPA with an Advance Payment Guarantee, in the form of an autonomous, transferable, first demand, irrevocable and unconditional guarantee in a form acceptable to THPA and issued by a reputable bank of international standing acceptable to THPA. The Advance Payment Guarantee shall have an initial validity period of four (4) months and an obligation for its consecutive and uninterrupted renewal, up to the approval by THPA of the submitted Detailed Design for the Priority I First Mandatory Enhancement No1 “Expansion of the Marine Works Infrastructure of Pier 6”, i.e. up to the approval by THPA of all necessary studies and actions required for the update and modification of the existing studies, including the tender documents, for the award of the construction of the project “Expansion of the Marine Works Infrastructure of Pier 6”.

→ THPA will cause to be paid to the DPM an amount equal to 40% of the contractual fee, upon full and satisfactory completion of the tasks described in para 3.1.1(i) of this Call. In case the DPM has chosen to receive the optional Advance Payment of 20%, the amount paid will be respectively reduced to 20% of the contractual fee.

The payments of this 40% (or 20% in case an Advance Payment has occurred) will be performed as following:

- a) A percentage of 60% of this 40% (or 20% in case an Advance Payment has occurred) of the contractual fee will be paid upon submission to THPA for review and approval of a complete draft of all the necessary updated and modified studies, including the tender documents, for the award of the construction of the project “Expansion of the Marine Works Infrastructure of Pier 6”;
- b) A percentage of 30% of this 40% (or 20% in case an Advance Payment has occurred) of the contractual fee will be paid upon approval by THPA of the submitted complete draft of all the necessary updated and modified studies, including the tender documents, for the award of the construction of the project “Expansion of the Marine Works Infrastructure of Pier 6”;
- c) A percentage of 10% of this 40% (or 20% in case an Advance Payment has occurred) of the contractual fee will be paid upon the final approval by the competent authorities of the submitted Detailed Design, including the tender documents, for the Priority I First Mandatory Enhancement No1 “Expansion of the Marine Works Infrastructure of Pier 6”.

- A percentage of 60% of the contractual fee will be related to the Project Management tasks of the DPM during the contractual period, i.e. the tasks described in para 3.1.1(ii) of this Call. In this timeframe the DPM shall be entitled to receive the said amount equal to 60% of their contractual fee that will be divided in monthly bills proportionate to the progress of works, as it will be reflected in the Construction Contractor's corresponding bills or measurements of the works carried out. The DPM shall submit to THPA the said bills as soon as practicable after the end of each calendar month accompanied by the necessary invoices, vouchers and other appropriate supporting materials for payment.
- THPA shall cause the payment of the DPM periodically as described above within thirty (30) days after the receipt by THPA of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment.
- All above payments shall be made to the account of the DPM specified in the DPM Agreement.
- More details on the Scheme of Billing will be provided in the DPM Agreement.

5. SUBMISSION OF OFFERS

5.1 The submission process

5.1.1 The Offers shall be submitted to THPA's Central Protocol at the Main Administration Building, and only in the English language, until the lapse of the time limit as set forth in para 2.2.5 of this Call.

5.1.2 The Offers may also be sent to THPA's Central Protocol at the Main Administration Building by any means and shall be received upon proof of receipt and on the necessary condition that such Offers shall be delivered to THPA's Central Protocol until the lapse of the time limit as set forth.

5.1.3 The Candidate is responsible for and accepts the risk for any event, to include even force majeure, that may have as a result the non-timely or non-duly submission of the Offer thereof.

5.1.4 Offers submitted after the above date and time are overdue and cannot be taken into account.

5.2 The Offer

5.2.1 The Offers are submitted in the sealed Folder of Offer, typed, in one (1) original (that will include only originals or copies) and one (1) copy of the original, all drafted in the English language or translated in the English language. Only exception applies to Candidate's legalization documents and certificates or contracts proving Candidate's experience, which will be accepted also in the Greek language.

5.2.2 On the Folder of Offer the following must be clearly written:

- The word «OFFER».
- The title of the Call for Tender.
- The date of conducting the Tender.
- The detailed data of the Candidate.

5.2.3 The Folder of Offer includes three sub-folders closed and sealed: (i) the Sub-folder of Participation Supporting Documentation, (ii) the Sub-folder of Technical Proposal and (iii) the Sub-folder of Financial Proposal. On each one of the three sub-folders the indications of the main folder (above, as per 5.2.2) and the respective title thereof are written: "Participation Supporting Documentation", "Technical Proposal", and "Financial Proposal".

5.2.4 Similarly, the USB stick containing the soft copy of the Offer in pdf format, (as per para 2.2.5) shall include three (3) sub-files:

- A.** Sub-file A: "Participation Supporting Documentation",
- B.** Sub-file B: "Technical Proposal" and
- C.** Sub-file C: "Financial Proposal".

5.3 The Sub-folders

A. SUB-FOLDER OF PARTICIPATION SUPPORTING DOCUMENTATION

The Sub-folder of Participation Supporting Documentation shall include the Candidates following documents, on the sanction of rejection of the Offer:

General Supporting Documentation

- i. A brief description of the Candidate's organisation and means;
- ii. A copy of certificate of incorporation (or equivalent), issued within the last 12 months from the date of the Tender;
- iii. A copy of statutes/by laws (or equivalent);
- iv. Official proof that the person signing the Offer is legally binding the Candidate, in case the Offer is not signed by the person specifically authorized for this reason, as per the below item (v);
- v. The Candidate's competent management body's decision to participate in the Tender, submit the Offer and appointing its Authorized Representative to specifically sign and submit the Offer;
- vi. A Solemn Declaration of the Candidate stating that:
 - (a) meets (as well as its legal representatives) the exclusion criteria of paras 4.1.1 (personal situation criteria) and 4.1.2 (conflict of interest);
 - (b) meets the exclusion criteria of paras 4.1.3 (economic and financial standing criterion) and 4.1.5 (specialised knowledge and evidence of expertise of the Candidate);
 - (c) is fully aware of the contents of this Call and unconditionally and unreservedly accepts its terms;
 - (d) acknowledges that its participation in the Process takes place at its sole risk and expense and that the participation as such does not establish any right to compensation from THPA or THPA's personnel;
 - (e) acknowledges that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the Candidates;
 - (f) details of the procedure agent (in Greek "αντίκλητος") appointed by the Candidate to act as a contact person for all communications between the THPA and the DPM, including name, address, email address, phone and fax numbers and email address;
 - (g) full contact details for the Candidate's Authorized Representative (including full name, address, phone and fax numbers and email address);
- vii. Copies of the financial statements of the Candidate of the last three audited (3) financial years, proving compliance with the criterion of para 4.1.3 (economic and financial standing criterion). If the Candidate is a parent company, consolidated financial statements of the last three (3) audited financial years should also be submitted.

- viii. Copies of current Tax and Social Insurance Compliance Certificate, or equal evidence in accordance with the law of place of the Candidate's establishment.

Specialised Knowledge and Evidence of Expertise Documentation

- ix. A certificate of registration of Candidate with a professional registry in their country of establishment pursuant to para. 4.1.5.1 hereof. In case a professional register does not exist in the country of establishment of a Candidate, a proof of non-existence or a relative Solemn Declaration must be included in their offer.
- x. A table list of previous projects that attest to the professional experience required under paras. 4.1.5.2 and 4.1.5.3. This table shall contain among other things a brief description of each project and information about the type of project, value and geographical location thereof, the DPM's percentage of participation (in a percentage of at least of 20% of the total project) in the overall scheme, the Project Owner, the constructor and employer of the interested party.
- xi. Related contracts & certificates, dully issued by the respective awarding authority, proving participation of the Candidate in projects referred to in the preceding paragraph and mainly in relation to the projects evidencing fulfillment of the criterion of similar projects described in para.4.1.5.3.

NOTE 4:

The Sub-folder of Participation Supporting Documentation must also include the above documents for all members of a Joint Venture or Consortium (if they exist) as well as for Subcontractors (if they exist), in order to fulfill the exclusion criteria of this Call.

B. SUB-FOLDER OF TECHNICAL PROPOSAL

The Sub-folder of Technical Proposal shall include the detailed description of the i) Technical Approach, ii) Work Plan, iii) Organization and Staffing and iv) Track Record and Experience, as mentioned in para 4.2. The Candidate should make sure to include the following:

- List of the Candidate's personnel that will be employed in the specific project (hereinafter: Project Team) and shall fulfill the project requirements, presented in the following categories:
- Employees or partners of the Company;
 - Associates of the Company with a current contract with a term for a period exceeding 1 year at least from submission of the Offers;
 - Subcontractors' personnel (if applicable).
- Detailed description of the above Project Team.
- CVs of the Project Team, recently (until 30 calendar days before the submission of the offer) signed by the proposed professional staff and the Authorized

Representative submitting the proposal. Key information should include total number of years working for the company and degree of responsibility held in various assignments.

- Organization of the Project Team and estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- Any additional information that is necessary according to the Candidate's opinion.

NOTE 5:

The Technical Proposal must not include any financial information.

C. SUB-FOLDER OF FINANCIAL PROPOSAL

The sub-folder of the Financial Proposal shall include the financial offer of the Candidate, which is drafted in accordance with the below standard draft of APPENDIX A on the sanction of rejection of the offer.

- 5.3.1** Offers must not have scrapings, erasures, additions, corrections. The Offer is rejected when there are corrections therein, which make the offer unclear, at the judgement of the unit evaluating the Offers.

5.4 The Evaluation process

- 5.4.1** The Evaluation Committee proceeds with the commencement of the procedure of opening the Offers, in the first working day immediately after the completion of receipt of the Offers.
- 5.4.2** The Evaluation Committee will initially (a) identify the Offers which were duly submitted (at the correct time, place and process) and (b) will immediately proceed with the opening of the Participation Supporting Documentation folder and the review and evaluation of the fulfillment of the exclusion criteria set above in para. 4.1 hereof. The Offers that were duly submitted and satisfy the exclusion criteria will be defined by the Committee as Offers that are acceptable.
- 5.4.3** The sub-folders of the Technical Proposal of the acceptable Offers, shall be opened and evaluated after the completion of the process of para 5.4.2.
- 5.4.4** The sub-folders of the Financial Proposals of the acceptable Offers, shall be opened immediately after the completion of the above process of paras 5.4.2 and 5.4.3.
- 5.4.5** The Committee reserves the right to request additional evidence or clarifications by the Candidates at any stage of the evaluation process, on the basis of the Candidates' equal treatment.

5.4.6 The Offers are valid and binding upon the Candidates for ninety (90) calendar days as of the following day to the day of conducting the Tender. Any Offer which sets forth a term of validity less than the above mentioned, is rejected as unacceptable.

6. SELECTION AND AWARD PROCESS

6.1 The award criteria and the selection of the DPM

The Evaluation Committee appointed by THPA shall evaluate the offers on the basis of their responsiveness to the requirements set by this DPM, applying the evaluation criteria as follows:

6.1.1 Evaluation of Technical Proposal/ Technical Score:

- (i) Technical Approach [see para 4.2 (i)]: up to 20 points
- (ii) Work Plan [see para 4.2 (ii)]: up to 25 points
- (iii) Organization and Staffing [see para 4.2 (iii)]: up to 25 points
- (iv) Track Record and Experience [see para 4.2 (iv)]: up to 30 points
- **Technical Score (St)= maximum total points 100**

6.1.2 A formula for determining the **Financial Score (Sf)** shall apply as follows:

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

Where:

- Sf is the financial score;
- FM is the lowest priced Financial Proposal and
- F is the price of the proposal under consideration.

6.1.3 Proposals will be ranked according to their **combined technical (St) and financial (Sf)** scores using the weights:

Where:

- T = the weight of 65% given to the Technical Proposal;
- P = the weight of 35% given to the Financial Proposal; and
- T + P = 1.

6.1.4 The combined technical and financial score, S, is calculated as follows:

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

6.1.5 The Candidate achieving the highest combined technical and financial score (S) will be ranked first and will be the Temporary DPM. In the event of an absolute tie, the Candidate with the highest St score will be ranked first and will be the Temporary DPM.

6.1.6 Due to the immense importance of the prompt and adequate completion of CAPEX I (both for THPA and the Hellenic Republic and consequently for the public interest, the result of the Tender is final and binding for the Candidates, who acknowledge and accept (with their participation in the Tender) that it cannot be challenged, appealed or

by any manner be disputed and that therefore any kind of objection will be immediately and without further justification be rejected by THPA.

6.2 The award of the Contract

6.2.1 The Temporary DPM is obliged to appear in 10 days as of the date on which the notice was communicated, in order to sign the relevant contract and submit any other additional evidence or clarifications requested by THPA.

6.2.2 THPA may also finally cancel the outcome of the Tender, when there is no need any more of the specific services for any reason.

6.2.3 A relevant notice is communicated to the Temporary DPM, which includes at least the following data:

- a. The service to be rendered.
- b. The exact time for the execution of the contract.
- c. The consideration (price).
- d. The agreement of the award or the assignment with the provisions of the Call for Tender as well as with the draft DPM Agreement.
- e. The time limit for signing the DPM Agreement.

6.3 Rejection of the Offers

Offers will be in principle rejected if:

- a. the Offer has been received after expiry of the deadline for submission of offers;
- b. the Offer does not fulfill the criteria, conditions and prerequisites set in this Call and in the manner described;
- c. the Offer contains significant provisos or restrictions.

7. LIMITATION OF LIABILITY

- 7.1** Notwithstanding any other term of this agreement, the total liability of the DPM to THPA under or in connection with this agreement for any breach of any provision of the agreement shall be limited to three (3) times the amount of the contractual fees paid by THPA to the DPM in the aggregate under this agreement, except in case of wilful misconduct, gross negligence, death or bodily injury.
- 7.2** The DPM shall have no liability under or in connection with this commission after the lapse of four (4) years following the date of the completion and delivery of the Project.

8. APPLICABLE LAW

- 8.1** The DPM of the project and the Contracting Authority are obliged to take every effort for the extrajudicial settlement of any disputes arising from the relations thereof during the term of the contract.
- 8.2** Any disagreement or dispute shall be resolved by the competent Courts of Thessaloniki, pursuant to both substantive and procedural rules of Greek Law.

The Chairman of the BoD and Chief Executive Officer

Sotirios Theofanis

APPENDIX A: FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To:

[Name and address of THPA]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the Designer and Project Manager in accordance with your Call entitled “CALL FOR TENDER: UPDATE STUDY AND PROJECT MANAGEMENT FOR THE EXPANSION OF THE MARINE WORKS INFRASTRUCTURE OF PIER 6”, dated (_____) [Date] and our Offer. Our attached Financial Proposal is for the sum of Euros (_____) [Amount in words and figures] and is our full and final offer that (a) does not include VAT; but (b) includes all other taxes, dues and expenses for the rendering of requested services.

Our Offer shall be valid and binding (without any terms) vis-à-vis THPA for ninety (90) calendar days as of the following day to the day of conducting the Tender.

We understand you are not bound to accept any Proposal you receive and that we will not be entitled to receive any additional compensation for the proposed services and that we will not have a right of renegotiation or reconsideration of this amount.

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

APPENDIX B: BRIEF PROJECT DESCRIPTION

1. GENERAL

According to the Concession Agreement of the Thessaloniki Port, the **Mandatory Enhancement No1** is “Pier 6, expansion of the marine works infrastructure” (Table 1.4.2 – The 2018 HRCA Mandatory Enhancements).

The purpose of this Tender is the full technical study and Tender documents required for the construction of the project “Pier 6, expansion of the marine works infrastructure” as well as the Project management of the project construction.

More specifically the project for the expansion of the marine works infrastructure of Pier 6 includes at least the following:

- a. Construction of one new additional quaywall, as a straight line extension of the existing quaywall 26, with a minimum continuous length 440 m, out of which at least 400 m providing a minimum draught of -17.60 m MSL (Mean Sea Level).
- b. Construction of additional yard area, at least 300 m wide, alongside the above new quaywall.
- c. Construction of all complementary infrastructure works needed for the full operation of both the new quaywall and the corresponding yard, including dredging of navigation channel and ship maneuvering area at a minimum water depth of – 17.60 m MSL, pavements at the yard area, utilities, networks.

2. SUMMARY OF CURRENT DESIGN -EXISTING STUDIES

2.1 Brief timeline history on the design and construction of soil improvement works

The timeline of the existing studies, designs and construction of the marine infrastructure works is presented below:

1998: The 1st design study for the expansion of Quay 26 of Pier 6 was completed and the 1st Tender was launched.

1999: A contract was signed (02.12.1999) for the construction of the project.

2001: After additional geotechnical investigations, the quay wall foundation was modified, incorporating soil improvements with the objective to accelerate the construction period.

2006: Modified soil improvement works started in 2006 and carried out until 2008. The result of the works was the soil improvement along the Quay 26 caisson foundation area (Figure 1).

2010: Thessaloniki Port Authority commissioned the update of the previous design to account for the modifications and issued new tender documents for the construction of quay wall 26, reclamation and topside civil and M&E works.

2011: A contractor was selected but the process was halted due to the privatisation process.

2.2 Existing Study 2010

According to the study of the 2010 Tender:

- The proposed quay wall, as shown in Figure 1, was formed of caissons (approx. 11.5m long by 27.68m wide and 17.4m high) founded on a gravel and sand bed designed to be placed on the improved/treated marine soft soil.
- The existing seabed consists of a deep layer of very soft clay and the soil improvement was a combination of band drains and stone columns that extended both under the quay wall and the reclaimed area.
- Behind the quay wall there was a prism of high specification pumice stone that reduces the lateral earth pressures.
- The design draught was -15.5m LLW (Lowest Low Water) at quay 26 (-16.37 MSL).
- Embankments behind the quay walls (350 m) to form the yard and the land area.
- Heavy-duty pavements for a total width of 70m behind the quay wall. The pavement of the reclaimed area was fibre reinforced concrete.
- Hydraulic works for drainage of the land-based port zone was in a 70m wide zone.
- Electromechanical facilities / networks.
- The initially calculated construction schedule was 48 months, including about 16 months of surcharge period.

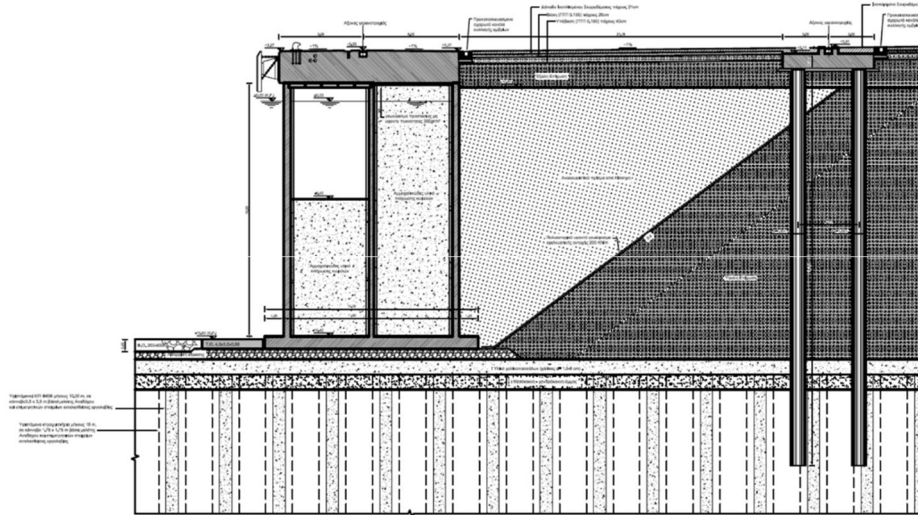


Figure 1: Typical section of the current design

2.3 Constructed Works

The depth of the natural sea bottom along the axis of the quay wall No 26, south of its existing limits, varies from -12.90 m (LLW) to -15.60 m (LLW) around the end of the proposed extension, as formed after completing the foundation works of 2008.

Due to geotechnical conditions, which vary along the area of the extension, as well as the varying depth of the sea bottom, the extension area was separated from north to south in the following four sub-sections, each of which, according to the study, has a distinct geotechnical design.

Along the quay wall extension axis, where the caissons will be placed, the following construction works have already been completed by the recent contract 2006-2008, according to THPA data:

- Excavation of the natural sea bottom to a width of approximately 98m and removal of the surface soft clay layer in sections I, II and III of the project (19.50m ahead of the front of the quay wall axis and 79m behind it). The excavation area is expanded to approximately 120 m in Section IV (21,50m ahead of the front of the quay wall axis and 98 m behind it). Excavation depths at the sea bottom in the 4 sections were -16.20 / -18.90 / -20.50 / -23.40m (mean level from LLW), respectively.
- Installation of band drains down to a level of about -41 m from LLW in grids ranging from 1.75 x 1.75m for the outmost 56m (below the quay wall area) and 5.0 x 5.0m behind it.
- Embanking of the excavation floor with a 1.0 m thick layer, consisting of middle to coarse sand.

- Construction of 10 to 14m length gravel piles in a 3.50 x 3.50m grid below the quay wall area and up to 5.0 x 5.0m behind it. As-built drawings and acceptance reports exist, and the stone columns can be located on the seabed. The stone columns were installed with the ‘top-feed’ method.
- Two 1m thick layers (sand and gravel of similar grading with the stone columns) have been placed on top for pore pressure relief (gravel blanket).

Figure 2 shows the soil improvement works that were constructed during the 2008-2010 period. They extend along the length of the quay wall to a width of 86m. The band drains are on a 1.75m x 1.75m grid for the outmost 56m (width of berth pocket and apron) and 5m x 5.0m for the remaining 30m. The 800mm diameter stone columns are on a grid of 3.5m x 3.5m under the caissons and 5m x 5m behind the apron. As-built drawings and acceptance reports exist so the stone columns can be located on the seabed for future construction. Two 1m thick layers (sand and gravel of similar grading with the stone columns) have been placed on top for pore pressure relief.

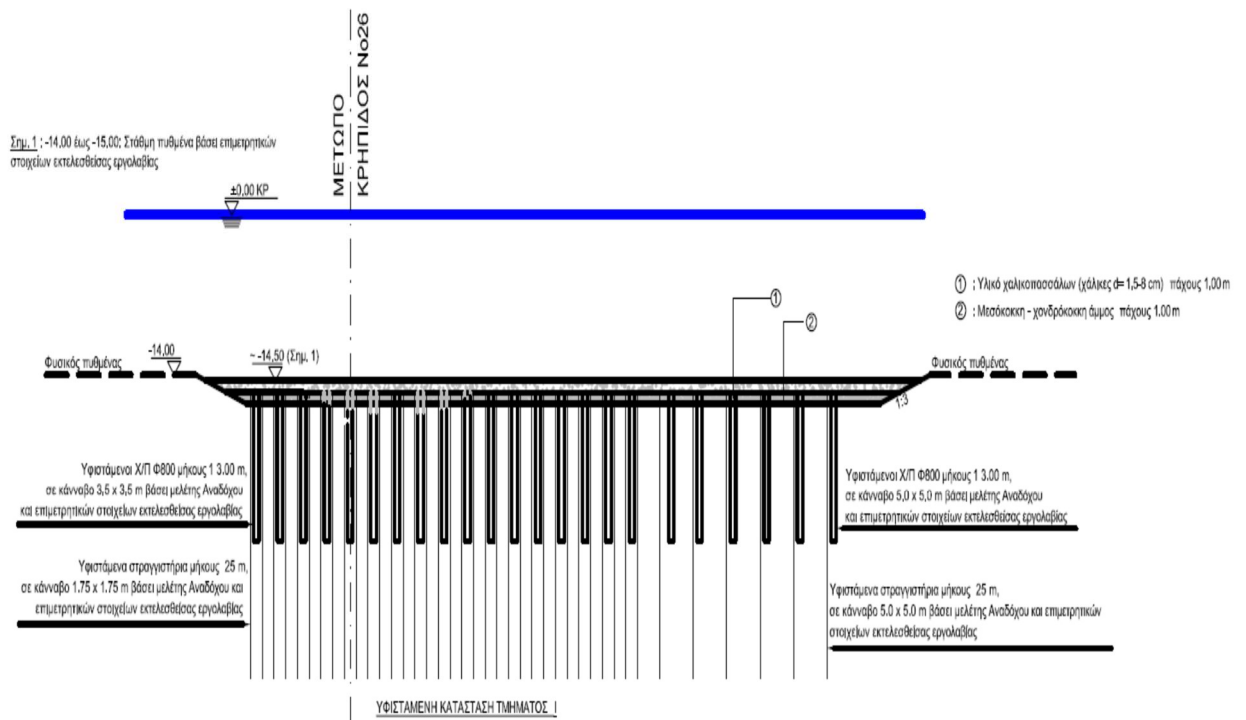


Figure 2: Previously constructed soil improvement works

2.4 Data and Studies Available

Technical and Geotechnical Studies (in Greek)

- Study of the existing Quay of the 6th Pier (Φ141 / 1971) – Technical Studies, Department of Technical Services

- Study of the Landside G/Crane foundation in the 6th Pier – Quay 26 – (Φ186 / 86)
- Study of the Pavement of the existing Container Terminal (193 / 1990)
- Environmental Impact Assessment of 6th Pier Project (1995) – THPA
- Marine Geotechnical Survey for the expansion of the 6th Pier of Thessaloniki Port – Results Evaluation Report (December 1997)
- Expansion of the 6th Pier of Thessaloniki Port – Final Design of Port Projects (2000)
- Tender Documents: Expansion of the 6th Pier of Thessaloniki Port – Phase A1 – Section A (2000)
- Modified Foundation Study of Contractor (2000 and 2003) – Embankment and Pavement of Area behind the Expansion of the Quay 26 – Expansion of Container Terminal
 - Final Design of Flooring and Stacking Floors (November 2007)
 - Final Static Study of 30m G/C STS (2007)
 - Final Design of Hydraulic Works (2007)
 - Final Design of E/M Installations (2007)
- Technical Study -Tender Documents: Expansion of Quay 26 – 6th Pier of Thessaloniki Port – 2010.

The following Geotechnical studies are available (in Greek)

- Final Study of Port Projects of the Expansion of the 6th Pier in Thessaloniki Port, Stage A1 (1998)
- Supplementary Geotechnical Surveys (2001)
- Modification of Geotechnical Study, Application Stage (2001)

Other existing studies

All existing data and studies that are related to the project subject will be available.

2.5 Environmental Approval

The approval of Environmental Terms for the expansion of the 6th Pier of Thessaloniki Port was issued and the validity of the Environmental Approval Terms has been extended until 31.12.2022.

3. SERVICES REQUIRED

The Update Study (Detailed Design) must be compiled in accordance with technical specifications and standards applicable to public works in ports in Greece, including for the time being, without limitation, the National Regulations for Reinforced Concrete, the National Seismic Regulations, the National Pricing Lists and Presidential Decree 696/1974 (together, the *Design Standards*).

The Detailed Design in respect of the Mandatory Enhancement No1 “*Expansion of the marine works infrastructure of Pier 6*”, should comply with the following:

- (a) Include technical specifications and an envisaged completion timetable in sufficient detail to enable the Independent Engineer to supervise construction thereof in line with Good Industry Practice;
- (b) The construction budget deriving from the Detailed Design for the Mandatory Enhancement No1 must be calculated in accordance with the National Pricing Lists;
- (c) The file to be submitted for approval to the Technical Services Directorate of the Region of Central Macedonia must be complete and in final form;
- (d) The Detailed Design should comply with THPA's approved Master Plan and Port Development Plan), approved environmental terms and the Design Standards;
- (e) The construction budget must not be less than the corresponding Reference Cost specified in ANNEX 7.2 of the Concession Agreement, namely €130,000,000.

Any deficiencies identified in the Detailed Design by ThPA must be cured and any modifications deemed necessary by the Independent Engineer must be made to enable the Independent Engineer to issue the confirmations required strictly in accordance with Section 7.6. of the Concession Agreement.

The Detailed Design will be submitted for approval to the responsible HR Governmental Body (currently the Technical Services Directorate of the Region of Central Macedonia) (***the Approving Authority***). For the approval any modifications deemed necessary must be made.

THPA must be supported during the Tender Procedure for the project construction regarding the Detailed Study.

The Project management of the construction works will be according to the final Detailed Study as approved by the Government Authorities.

4. DESIGN REQUIREMENTS

The new quay wall and waterside crane rail must align with the existing quaywall. We note that these dimensions are different to what is shown in the 2010 tender documents. This results to the top elevation of +2.85 LLW instead of +3.33 and the waterside crane rail offset from the cope line is 4.4m instead of 5.4m.

The future container stacking system will be 1 over 3 Straddle Carrier instead of RTGs. This requirement reduces the overall variable load (3 high stacking instead of 5 high) on the yard and consequently the total settlement. Conversely if the surcharge level during construction remains the same, the time to reach 90% of the new (reduced) settlement can be reduced.

The quay wall length of 440m may not be the final length, so the south side of the expansion (berth 27) can be with revetment instead of caissons (after the corner caisson).

The desired opening date is in 2022, which is earlier than the contractual obligation.

According to the recent environmental permit, there is no requirement for oil/water separator for the storm water drainage of the container terminal.

5. UPDATE TO THE EXISTING DESIGN

For the update and finalization of the design of the marine and civil infrastructure works of Pier 6 expansion, the following studies and activities are required at least.

- Optimisation to the existing preloading arrangement and construction sequence with the objective to reduce the overall schedule.
- Confirmation of the berth pocket geometry, typical section and final length of the new quay wall to provide a single berth to a 18,000 TEU vessel, including confirmation of the mooring line arrangement, bollard and fender locations. Quay furniture (bollards, fenders, ladders, etc.) for the new vessel should all be in the expanded pier.
- Confirmation of the closing detail of the caisson wall for the decided final length.
- Update the caisson geometry and final elevation so that, at beginning of operations and after initial settlements, the topside geometry matches the cope line, quayside crane rail and final elevation of the existing quay wall.
- Confirm locations of stowage anchor pins and need for storm tie-downs near the crane rails.
- The last site-specific seismic response analysis was carried out in 2010. Review existing studies used in the previous designs and more recent literature and update of the soil class and site-specific ground motion representations (design spectrum) at the base of the caisson.
- Subsequently carry out analysis of the caisson, and reclamation fill for stability, differential settlements and liquefaction. The maximum of three or the average of 7 appropriately scaled time histories should be used for the dynamic analysis of the caisson.
- As a result of the analysis of the seismic response of the caisson, production of the design response spectrum and maximum crane rail lateral spreading to be used for the STS crane specifications.
- Review of the concrete strength class, definition of durability requirements and design of a concrete mix appropriate for marine structures in accordance with the Greek and International standards for marine concrete.
- Conduct Static Mooring and Berthing analysis for the new Design Vessel for the re-sizing of bollards and fenders as well as for the serviceability loads on the quay wall and produce the Statement of Operating Limits of the berth.

- Review of construction sequence and design details so that the drainage and pavement is robust to the anticipated differential settlements both in the new area and at the transition zone between the existing pier and the new.
- Add oil/water separators at the drainage outlets for the storm water drainage system to comply with international best practice regarding the quality of runoff discharge to the sea.
- Extend the rainwater drainage design to the yard area behind the apron. The drainage concept should be appropriate for container terminal storage (sheet flow) and allow flexibility for future change of stacking equipment to RTGs if desired.
- Review of the pavement design in light of the new seismic conditions on the reclamation and the updated stacking layout, equipment and height (from RTGs to Straddle Carriers).
- Review and update all the manhole covers, grates and drainage channel covers and related ironmongery for appropriate heavy duty loading by the revised Container Handling Equipment.
- Confirm the total anticipated HV and MV electrical load and location of new substation and any additional reefer locations with the planner of the core port areas. Review and update power supply Single Line Diagrams, substation design and duct alignment. STS crane and reefer power supply design should provide redundancy and allow for safe shut down. Confirm the location of the new plug pits so that the STS cranes offer the widest operating range possible, and the capability of the cranes to be stowed on one side of the quay.
- Extend high mast lighting scheme to the container yard behind the apron.
- Review and update LV lighting and communications ducts alignment for redundancy and adequacy.
- Confirmation of the range of overlap between the 20m gauge rear crane rail and the 30m gauge rear crane rail.

The Detailed Study of the expansion of Quay 26 of Pier 6 will include:

- Updates of existing studies and all individual supporting technical and geotechnical studies, so that the Final Detailed Design Study will be approved by the THPA, the Independent Engineer and the Government Authorities;
- All the necessary additional geotechnical research, studies and works for the foundation of the quay, taking into account the existing foundation works (drainage, gravel-piles, etc.), implemented from previous contract;
- Traffic plan and integration of design into general terminal layout.

The study will take into account the loads of cranes, as these will be determined in collaboration between the Contractor and THPA, as well as the results of the calculations, for the determination of the Seismic Risk / Dynamic Response of the New Quay 26.

5.1 TENDER DOCUMENTS

The tender documents will be prepared according to the above technical studies, the Concession Agreement and the instructions of THPA.