

THESSALONIKI PORT AUTHORITY S.A.

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

**CALL FOR EXPRESSION OF INTEREST (1st Stage)
TO SELECT A "CONTRACTOR"**

THESSALONIKI PORT AUTHORITY S.A.

invites

Interested Construction Companies to participate in the 1st stage -
Prequalification of the Tender Procedure to choose a "Contractor for the
project entitled "**Expansion of the marine Works infrastructure of Pier 6**"

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

THESSALONIKI

December 2019

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SECTION 1: INTRODUCTION

Article 1.1 : Definitions

1.1.1 Tender Terms

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

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

<p>1.1.1.6 “Call for Bid” (CfB)</p>	<p>The call for binding financial bids to be submitted to the Bidders (CfB) henceforth during Stage 2 of the current tender.</p>
<p>1.1.1.7 “Candidate”</p>	<p>A firm or Joint Venture or Group of firms which has applied for prequalification to submit a bid for the Works by submitting a binding expression of interest in the tender procedure.</p>
<p>1.1.1.8 “Construction Cost”</p>	<p>The value of the actual incurred construction works according to the associated contract(s) and the relevant certificates of works.</p>
<p>1.1.1.9 “Central Protocol”</p>	<p>The office of THPA's Central Protocol located at the Main Administration Building at THPA's premises at 1st pier , 54 625 Thessaloniki, Greece.</p>
<p>1.1.1.10 “Contract”</p>	<p>The contract agreement between the Employer and the “Contractor” for the Works, incorporating the documents such as Call for Bid, Instructions to Bidders, Conditions of Contract, Drawings, Specifications, Bill of Quantities, Bid, Notice of Award and such further documents as may be expressly incorporated (<i>as will be further detailed in Stage 2</i>).</p>
<p>1.1.1.11 “Contractor”</p>	<p>The successful bidder who will be selected by the Employer for the construction of the project and will sign the relevant contract agreement with the Employer.</p>
<p>1.1.1.12 “Concession Agreement”</p>	<p>The 02.02.2018 Concession Agreement between the Hellenic Republic and Thessaloniki Port Authority S.A., which was ratified by Law 4522/2018.</p>
<p>1.1.1.13 “Designer and Project Management Consultant” or “DPM”</p>	<p>The Consortium, to whom THPA has assigned the task of (a) preparing the Project studies and (b) supporting the Employer's Construction Department in managing and supervising the Project, in accordance with the terms of the service agreement between them.</p>

1.1.1.14 “Employer”	The company with the corporate name Thessaloniki Port Authority S.A. (THPA).
1.1.1.15 “Employer’s Construction Department”	The Director of Project Studies & Construction Works Division (assisted by its DPM) which manages and supervises the project, issues all necessary approvals and inspects any documents required
1.1.1.16 “Financial Eligibility Criteria (FEC)”	The entirety of the requirements as defined in para. 2.2.4 hereof.
1.1.1.17 “Independent Engineer” or “IE”	The company that THPA has assigned the Independent Engineer duties referred to the Concession Agreement to, which provides relevant services in accordance with the provisions of the service agreement between them.
1.1.1.18 “Interested Party”	The Contracting Enterprise or Joint Venture or Grouping of firms which intends to take part in the tender procedure by submitting an expression of interest.
1.1.1.19 “Stage 1-Dossier”	The EOI Dossier or Participation and Capacity Envelope, hereinafter. Refer to Article 2.3 hereof.
1.1.1.20 “Stage 2-Dossier”	The CfB Dossier of Financial and Technical Bid.
1.1.1.21 “Preferred Bidder Performance Guarantee (Bond)”	Refer to para. 3.7.2 hereof.
1.1.1.22 “Preferred Bidder”	Refer to Article 3.6 hereof.
1.1.1.23 “Prequalified”	A Candidate, formerly and officially qualified in accordance with the requirements of the Prequalification Documents, to submit a Bid at the 2 nd stage of the current tender procedure.
1.1.1.24 “Project”	“Expansion of the Marine Works infrastructure of Pier 6”, as further detailed in this EOI and the CFB
1.1.1.25 “Technical Eligibility Criteria (TEC)”	The entirety of the requirements as defined in para. 2.2.2 hereof.

1.1.1.26 “Tender budget“ or “Budget”	The indicative budget of the project.
1.1.1.27 ““Tender Committee”” or “Committee	As established by virtue of relevant THPA's Decision
1.1.1.28 “Tender Documents”	Refer to para. 3.1 hereof.
1.1.1.29 “Tender Procedure”	The current procedure entailing two stages (1 st Stage- Prequalification and 2 nd Stage- CfB).

Article 1.2 : Background

1.2.1 Preamble

1.2.1.1 The port of Thessaloniki (Port of Thessaloniki) is one of the largest ports in Greece. The port land zone of the Port of Thessaloniki occupies a total area of approximately 1,550,000 square meters and spans a length of 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.

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

1.2.2 Thessaloniki Port Authority S.A. (THPA)

1.2.2.1 THPA is the legal entity entrusted with the administration and operation of the Port of Thessaloniki. It was established as a legal entity of public law by 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).

1.2.2.2 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).

1.2.3 The HRCA

1.2.3.1 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 authorized on behalf of the Hellenic Republic by virtue of a joint ministerial decision on 31 July 2009 (Government Gazette B' 1643/7.8.2009) and agreed upon in an addendum to the 2001 HRCA executed between the Hellenic Republic and THPA on 22 July 2009 (2009 Addendum). The 2001 HRCA, as amended by the 2009 Addendum is referred to hereinafter as the 2009 HRCA.

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

Article 1.3 : Tender Stages

1.3.1 Description of Tender Phasing

1.3.1.1 "Employer" intends to prequalify during "Stage 1", "Interested Parties" for subsequent bidding for the execution and completion of the whole of the Project. THPA anticipates issuing the "CfB" within Q1 2020.

1.3.2 Stage 1- Prequalification:

1.3.2.1 Employer shall carry out Prequalification based on the criteria stipulated in [Article 2.2](#), meeting all the following minimum pass/fail criteria regarding the "Interested Parties". The forms attached to the Letter of Application (specific requirements) are provided under Annexes [A & B](#). The Employer reserves the right to waive minor deviations if they do not materially affect the capability of an applicant to perform the contract.

1.3.2.2 For clarity, any Q&A shall be submitted and answered through the formal clarification process as described in para.: [2.1.2.3](#)).

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

1.3.3.1. During this stage, "Prequalified Candidates" shall be invited by the "Employer" (via the "CfB") to submit their "Stage 2-Dossier" within at least 30 days from the publication of the "CfB". THPA shall determine the details of the "Stage 2-Dossier" and the respective period of submission of "Stage 2-Dossier" with Stage 2 CfB "Tender Documents".

1.3.3.2. "Prequalified" single construction companies or JVs/consortiums are allowed during stage 2 to enhance their performance regarding SECTION 2 eligibility criteria by adding an eligible member(s), providing that in cases of JVs/Consortiums, the lead partner (member with the highest stake) remains the same.

SECTION 2: PREQUALIFICATION

Article 2.1 : Stage 1-Overview

2.1.1 Timetable

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

Process Steps	Due Dates
<u>Stage 1: Prequalification</u>	
Issuance of Stage 1 EOI by THPA	31.12.2019
Cut off Dates for Q & A "Interested Parties"	24.01.2020
Cut of Dates for Q & A responses by THPA	31.01.2020
Submissions of "Stage 1-Dossier" by Interested Parties	07.02.2020
THPA's Prequalification Announcement	[March 2020](indicative)
<u>Stage 2: Cfb</u>	
Issuance of Call for Bid by THPA	[March 2020] (indicative)
Bids Due	[April 2020] (indicative)
Selection of Preferred Bidder	[April 2020] (indicative)

2.1.2 Description of "Stage 1" Procedure

2.1.2.1 The "Employer" intends to prequalify during "Stage 1" the "Candidates" for subsequent bidding for the execution and completion of the whole of the Project. It is expected that THPA to issue "Cfb" within Q1 2020.

2.1.2.2 Prequalification will be based on meeting all the following minimum pass/fail criteria regarding the "Candidate's" general and particular experience, and financial position, as demonstrated by the Candidate's responses in the forms attached to the Letter of Application. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of a Candidate to perform the contract.

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

secretariat@thpa.gr

lladopoulos@thpa.gr

THPA-tender@hillintl.com

Under any circumstances no later than 10 working days prior the last date for submitting "Stage 1-Dossier", namely 24th January 2020.

Supplementary information, clarifications, etc. will be provided by "Employer" to all "Interested parties" no later than 5 working days before the last date for submitting "Stage 1-Dossier", namely 31st January 2020. "Interested parties" are not allowed to refer to verbal responses or clarifications by "Employer".

2.1.2.4 "Employer" at its own discretion may issue an addendum to the current "EOI".

2.1.2.5 The deadline for the "Stage 1-Dossier" submission by "Interested Parties" per the terms hereof is the **7th February 2020, at 15:00 hours (local time)** to the THPA central protocol office at the Main Administration Building of the 1st Pier, Thessaloniki. Following the deadline mentioned above of submission, no dossier shall be accepted by THPA.

Article 2.2 : Stage 1- Eligible parties for Stage 1

2.2.1 Contractors Certification Grade

Under the conditions set out in [Article 2.3](#) the following parties are eligible to participate in the tender procedure:

A. Individual firms:

- i. Registered in the Greek Register of Firms, which hold a Grade 7 (seven) contracting certificate or higher (for road, hydraulic, civil, port and E/M works).
- ii. Registered in the official lists of recognized construction companies in EU and/or EEA countries and/or countries that have signed the WTO agreement, in a category and Grade corresponding to those as referenced in para. (i) above, of the Greek Register of Firms.
- iii. which come from EU and/or EEA countries and/or countries which have signed the WTO agreement but do not have official lists of recognized construction companies, provided they have carried out projects in EU and/or EEA countries or countries which have signed the WTO agreement which are similar (in qualitative and quantitative terms) to the project being tendered, and meet the same formal and substantive conditions as firms in the above indents.

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

IMPORTANT NOTE 1:

Each Contracting Enterprise shall participate on its own or in a Joint Venture or grouping (upon penalty of disqualification). In the case of a joint venture or grouping of firms technical criterion [2.2.1](#) above must be met in full by the member who has the highest stake in the joint venture or grouping (**the leader hereof**) (upon penalty of disqualification).

2.2.2 Technical Eligibility Criteria (ON/OFF)

Upon penalty of disqualification, each "Candidate" must meet the following technical criteria:

2.2.2.1. "Candidates" must have specific experience in the construction of port Works over the last ten (10) years, with a total "Construction Cost" of eighty million euros (€ 80.000.000). For clarity, in case of Joint ventures or groupings of firms, the reference experience can be certified cumulatively from all members

regardless the individual referenced "Construction Cost". For these projects, "Candidates" must have been appointed as contractors within the last ten (10) years (period 01/01/2010-31/12/2019). More specifically, the reference projects can relate to either completed projects or projects that are currently in progress. However, for clarity, for projects that are "in progress" the value of the works completed and certified in accordance with the relevant construction contract(s) must meet the above-specified threshold. To invoke the relevant experience a firm must have been either the sole contractor for that particular project or at least the leader of the relevant JV/consortium (regardless of the firm's % shareholding on that JV/consortium) or any member of the relevant JV/consortium with at least 30% participation share, or a nominated subcontractor for that particular project.

2.2.2.2. "Candidates" must have specific experience over the last ten (10) years of one project in the construction of port Works, with "Construction Cost" of at least twenty five million euros (€ 25.000.000). More specifically, for this project, "Candidates" must have been appointed as contractors within the last ten (10) years (period 01/01/2010-31/12/2019). More specifically, the reference project can relate to either completed project or project that is currently in progress. However, for clarity, for project that is "in progress" the value of the works completed and certified in accordance with the relevant construction contract(s) must meet the above-specified threshold. To invoke the relevant experience a firm must have been either the sole contractor for that particular project or at least the leader of the relevant JV/consortium (regardless of the firm's % shareholding on that JV/consortium) or any member of the relevant JV/consortium with at least 30% participation share, or a nominated subcontractor for that particular project.

2.2.2.3. It must have built over the last ten (10) years (period 01/01/2010-31/12/2019), a quay wall at least 300 m long from reinforced concrete caissons. More specifically, the reference project can relate to either completed project or project that is currently in progress. To invoke the relevant experience a firm must have been either the sole contractor for that particular project or at least the leader of the relevant JV/consortium (regardless of the firm's % shareholding on that JV/consortium) or any member of the relevant JV/consortium with at least 30% participation share, or a nominated subcontractor for that particular project.

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

IMPORTANT NOTE 2:

In the case of a joint venture or grouping of firms criteria [2.2.2.2](#), [2.2.2.3](#) & [2.2.2.4](#) must be met by at least one member as listed in Annexes [C](#) & [D](#) (upon penalty of

disqualification). Any referenced project without the associated certificates will not be considered as "Candidates" accepted experience.

2.2.3 Criteria for qualitative selection (ON/OFF criteria)

Each "Candidate" on its own or as a member of a Joint Venture or member of a grouping is obliged, upon penalty of disqualification for that tender procedure, to provide evidence for the following professional qualifications and shall be disqualified if:

- 2.2.3.1.** It has been declared or has become bankrupt, compulsory liquidation, unable to pay its debts, made a general arrangement or composition with or for the benefit of its creditors or a competent authority in any relevant jurisdiction, had suspended business activities, suspension of works and it is not under similar condition deriving from similar procedure with its creditors and it is not under other similar procedure (restructuring etc) : (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, for enforced liquidation, 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.
- 2.2.3.2.** The managing partners in the case of a limited or general partnership or limited liability company or private company, and the Chairman and Managing Director in the case of a Societe Anonyme or the natural persons exercising management functions in all other cases have been convicted on the basis of a final judgement for:
- participation in criminal organisations within the meaning of Article 2(1) of Council Framework Decision No. 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300).
 - corruption as defined in Article 3 of the convention on the fight against corruption involving officials of European Communities or officials of Member States of EU (OJ C 195) and Article 2(1) of Council Framework decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192).
 - fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities, ratified by law 2903/2000.
 - Terrorist offences linked to terrorist activities as defined in Articles 1 & 3 of council Framework decision 2002/475/JHA of 13 June 2002.
 - money laundering within the meaning of Article 1 of Council Directive 2005/60/EC on prevention of use of the financial system for the purpose of money laundering and terrorist financing.
 - Child labour and other forms of trafficking in human beings as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the

council of 5 April 2011 on preventing and combatting trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101), which was transposed by virtue of law 4198/2013.

- g. embezzlement (Article 375 of the Hellenic Penal Code)
- h. fraud (Articles 386-388 of the Hellenic Civil Code)
- i. Extortion (Article 385 of the Hellenic Penal Code).
- j. Forgery (Articles 216-218 of the Hellenic Penal Code).
- k. Perjury (Article 224 of the Hellenic Penal Code).
- l. Bribery (Articles 235-237 of the Hellenic Penal Code).
- m. Fraudulent deliberate bankruptcy (Article 398 of the Hellenic Penal Code), or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

2.2.3.3. They have not fulfilled obligations relating to the payment of social security contributions per applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or under the law of the country of establishment.

2.2.3.4. They have not fulfilled obligations relating to the payment of taxes in accordance with applicable Greek law (in the case of a Greek or foreigner engaged in activity in Greece) or in accordance with the law of country of establishment.

IMPORTANT NOTE 3:

In the case of a joint venture or grouping of firms, criteria of para. [2.2.3](#) must be met in full by each member.

2.2.4 Financial Eligibility Criteria (ON/OFF)

2.2.4.1. Upon penalty of disqualification, each "Candidate" must meet the following fiscal criteria:

- i. Average of annual turnover of at least two hundred and fifty million euros (€250.000.000) over the last three (3) audited fiscal years
- ii. Equity of a minimum of fifty million euros (€ 50.000.000).
- iii. Credibility of seventy million euros (€ 70.000.000) for the specific project and of two hundred million euros (€ 200.000.000) in total, as a legal entity.

IMPORTANT NOTE 4:

In the case of a joint venture or grouping of Firms criteria of para. [2.2.4](#) must be met in full only by the member who has the highest stake in the joint venture or grouping (the leader hereof) (upon penalty of disqualification).

Article 2.3 : Stage 1-Participation documentation

2.3.1 Supporting Documentation: Proof of compliance with Minimum Technical Requirements

2.3.1.1. Each "Candidate" is obliged to prove that it has the qualifications in para. [2.2.1](#) by providing the original or official copy of the classification certificate or registration certificate from the competent authority. That certificate shall reflect the supporting documents used to enter the enterprise in the register, and the ranking in the register to prove the Grade as defined in para. [2.2.1](#) hereof.

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

2.3.1.3. "Candidates" must provide an original or official copy ISO 18001:2007, ISO 9001:2015, ISO 14001:2014, certification or equivalent.

2.3.2 Qualitative selection documentation

Each "Candidate", is obliged to prove that it has the qualifications in para. [2.2.3](#) by submitting the original or official copy of the following valid supporting documents:

2.3.2.1. Incorporation documents for legal persons such as:

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

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

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

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

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

2.3.2.6. In the case of a **joint venture** or grouping of Firms, the documents referred to in para. [2.3.2.1-2.3.2.5](#) must be submitted for the "Candidates" (in keeping with the form of the grouping) and for each of its members. Moreover, a solemn declaration from each member (*Refer to Annex B*) that an agreement setting up the Joint Venture or an agreement establishing the grouping must be submitted before the signature of the contract, which shows the leader of the Joint Venture or grouping, and declaring the following as a minimum:

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

IMPORTANT NOTE 5:

Documentation as mentioned above for para. [2.3.2.3-2.3.2.5](#) can be replaced with a solemn declaration from the legal representative. They shall be submitted from the "Candidate" (upon penalty of disqualification) in case nominated as "Contractor" prior to the "Contract's" signature.

2.3.3 Supporting Documentation: Proof of compliance with Minimum Financial Requirements

2.3.3.1. Candidate" is obliged to prove that it has the qualifications in para.2.2.4, by submitting:

- i. A presentation of the company's financial situation,
- ii. Official copies of published balance sheets for the last five (5) audited fiscal years,
- iii. Annual financial reports for the last five (5) audited fiscal years,
- iv. A letter of credit of seventy million euros (€70.000.000) from a recognized financial institution for the specific project,
- v. A letter of credit of two hundred million euros (€200.000.000) from a recognized financial institution, for the overall credibility of the candidate.
- vi. A **solemn declaration** also from the legal representative stating that the company complies with criteria of para.2.2.4.

Article 2.4 : Stage 1-Preselection Shortlist

“Employer” shall review “Stage 1-Dossiers” submitted by the “Candidates” to confirm eligibility with all eligibility criteria, as defined above. Amongst Candidates that meet the criteria, THPA will prequalify a maximum of **six (6) Candidates**.

In case, there are more than six (6) eligible Candidates, THPA will rank Candidates based on the following criteria:

- I. First, based on the total length of quay walls constructed from reinforced concrete caissons over the last ten (10) years (period 01/01/2010 - 31/12/2019).
- II. If following the application of the above criteria, further screening is required, the cumulative higher profit before tax (PBT) figure for the last five (5) audited fiscal years shall be examined.

SECTION 3: LEGAL FRAMEWORK

Article 3.1 : Tender Documents

3.1.1 Laws

The tender procedure shall be conducted in accordance with:

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

3.1.2 Applicable Law and Jurisdiction

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

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

3.1.3 Specifications

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

- i. The Eurocodes (EC) based on which the technical studies/designs of the Project were prepared (EC1, EC2, EC3, EC7, EC8).
- ii. The Standard Technical Specifications (STS) issued by the Ministry of Infrastructure and Transport (or the Ministry of Public Works).
- iii. ELOT standards.
- iv. Any other standard, requirement, specification, or technical instruction referred to in the Concession Agreement, which the "Contractor" is obliged to take into account and to follow when carrying out construction work.

Article 3.2 : Language of the procedure

3.2.1 Determination of “Tender’s” Language

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

3.2.1.2 Moreover, all written communications and correspondence between the Candidates, “Tender Committee” and “Employer” shall also be in either Greek or English.

3.2.1.3 Prevailing language for the “Tender Procedure” is Greek language.

Article 3.3 : Presumption resulting from the participation in the procedure

3.3.1 Description

3.3.1.1. "Submission of "Stage 2-Dossier" in the tender procedure will constitute a presumption that each prequalified Contracting Enterprise or prequalified grouping has been apprised of the Tender Documents and information and is fully aware of the project implementation conditions. "Prequalified" after receiving "CfB" tender documents, in particular, are obliged to fully apprise themselves of all project implementation conditions including all those specified in this Article and consequently submission of a financial tender in the tender procedure shall be a presumption that:

- i. They have checked, are aware of, and accept all technical and local conditions at the project and in particular, in the THESSALONIKI's port area.
- ii. They have also examined, know and accept the approved diagrams and drawings in the project design, and other contracting information included in the "tender procedure", which forms the basis of their final "Stage 2-Dossier".
- iii. They have checked and are aware of the conditions and restrictions on navigation in the broader area.

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

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

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

3.4.1 Project Title

«Expansion of the Marine Works Infrastructure of Pier 6»

3.4.2 Project implementation location

“Pier 6, Port of Thessaloniki”

3.4.3 Brief description and key features of the project

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

- 3.4.3.1** Construction of one new additional quaywall, as a straight line extension of the existing quaywall 26, with a minimum continuous length 440 m, out of which at least 400 m providing a minimum draught of -17.60 m MSL (Mean Sea Level).
- 3.4.3.2** Construction of additional yard area, at least 300 m wide, alongside the above new quaywall.
- 3.4.3.3** 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.

Article 3.5 : Indicative Project Duration – Key Contractual Terms

“Employer” for facilitating “Interested parties” familiarization with the primary contractual obligations of the Contractor, outlines below the key contractual terms envisaged for the implementation of the “Project”. “Prequalified” parties, with “CfB”, shall receive “Tender documents” including full details and provisions for the below-described (but not limited) items.

3.5.1 Construction period-Duration of Engagement:

The overall Construction period duration is indicatively determined as 38 months from signing the contract. However further details will be provided to “Prequalified” during Stage 2 of the tender procedure for the selection of a “Contractor” for the “Project” “Expansion of the Marine Works Infrastructure of Pier 6”.

3.5.2 Termination of “Contract” -Penalties

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

3.5.2.2 No penalty clause will be imposed:

When the delay is proven to be caused by a breach of an express contractual obligation of “Employer” or by any action by “Employer” in breach of contract or by an event of force majeure, as such events are defined in Article 23 of the Concession Agreement.

3.5.3 Subcontracting

3.5.3.1 If selected as “Contractor”, “Preferred Bidders” may subcontract a part of the project corresponding to **not more to 40 %** of the overall value of the project, subject to the Employer’s approval rights, as will be specified in Stage 2 “Tender Documents”.

3.5.4 “Contractor’s” obligations miscellaneous provisions

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

3.5.4.2 Staff insurance: The “Contractor” must have all its manual staff insured in accordance with Greek Law.

- 3.5.4.3** The “Contractor” shall be obliged to insure the project and their staff according to “CfB “Tender Documents”.
- 3.5.4.4** The “Contractor” is responsible for complying with the laws and applicable policing provisions and is obliged to promptly notify the “Employer Construction Department” and “DPM” of the decrees or orders which are sent or notified to it while the project is being implemented by various authorities, relating to inspection, safety, noise pollution, maritime environment protection measures, and so on.
- 3.5.4.5** The “Contractor” shall be responsible for implementing the approved environmental terms and conditions for the project as in force, and shall be obliged to assist the “Employer” in implementing and complying with those terms.
- 3.5.4.6** The “Contractor” shall be solely responsible for implementing designs/studies and for the quality and strength of the Works as “Cfb” Tender Documents” will specify.
- 3.5.4.7** The “Contractor” shall be solely and exclusively responsible for carrying out Works and for integrated materials which will be used, in accordance with the terms of the “Contract” and other contractual documents.
- 3.5.4.8** In addition, any other obligations deriving from the Concession Agreement between the Hellenic Republic and THPA S.A. (Law 4522/2018) shall apply to the “Contractor” without any additional remuneration being payable.

Article 3.6 : Award criterion - Selection of the “Contractor”

“Tender Committee” shall evaluate “Stage 2-Dossiers” based on the criteria as envisaged in “CfB” “Tender Documents” awarding the “Project” to “Preferred Bidder”.

Article 3.7 : Bonds

3.7.1 “Bidder Participation Guarantee”

3.7.1.1 To validly participate in the “Tender Procedure”, “Prequalified” must submit a “Bidder Participation Guarantee” in the 2nd stage along with their “Stage 2-Dossier”, which shall amount to 2% of the tender budget.

3.7.1.2 The Guarantees shall be addressed to the “Employer”, and in the event of a Joint Venture or Grouping must be joint and several hereof.

3.7.1.3 Errors or omissions in the title of the project or the person in whose favor the bond is provided will not lead to disqualification provided no confusion is caused.

3.7.1.4 Bidder Participation Guarantee“ must fully cover the period for which the “Tender Procedure” is taking place, are valid, and consequently will not be accepted if their validity period is less than 180 days from the last date for submitting “Stage 2-Dossier”.

3.7.1.5 “Employer” shall withhold para. [3.7.1.1](#) “Bidder Participation Guarantee” if, while it is in effect, (a) “Bidder” withdraw their “Stage 2-Dossier” or (b) the “Preferred Bidder” does not submit the award documentation promptly or does not respond on a reasonable timely manner to sign the contract or (c) the above “bidders” provide false evidence or information resulting to their disqualification.

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

- a. to the “Contractor” when the “Preferred Bidder Performance Guarantee” is submitted and
- b. to “Prequalified” within a reasonable period, and no later after 60 days from the completion of “Tender Procedure”.

3.7.2 “Preferred Bidder Performance Guarantee”

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

3.7.2.2 The Guarantees may be issued by one or more Acceptable Institutions (They may also be issued by the EFKA (former ETAA - TSMEDE Fund)).

Article 3.8 : Tender validity period

The “Stage 1-Dossiers” and “Stage 2-Dossiers” shall bind Candidates for a maximum period of 180 days from the last date of submission of each Stage, unless the specific Candidate disqualified.

SECTION 4: TENDER PROCEDURE

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

4.1.1 "Stage 1-Dossier"

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

- a. An expression of interest letter from the "Candidates" signed by their legal representatives (*Refer to Annexes [A & B](#) hereof*);
- b. Annex [F](#) Non-Disclosure Agreement;
- c. All the certificates and documents referred to in [Article 2.3](#) (*Refer to Annex [E](#) hereof*) of this Call.
- d. An overall "Candidate's" presentation and capability statement for the project.
- e. An electronic copy of the entire "Stage 1-Dossier" (in pdf format).

Where discrepancies between the dossier submitted in hard copy and the electronic version are identified, the documents in hard copy will have precedence.

4.1.1.2 In case the procedure is postponed, repeated or canceled, the Employer shall return "Stage 1-Dossiers", which have already been submitted, to the "Candidates" upon written request. If "Candidates" do not submit an official written request within the deadline specified by the "Tender Committee", the "Stage 1-Dossiers" will be destroyed.

4.1.2 "Tender Committee"

4.1.2.1 The "Tender Committee" reserves the right (but is not obliged) to request clarifications about any information and documentation included in "Stage 1-Dossiers" of the "Candidates" submitted and "Candidates" are obliged to respond to that request within the deadline specified by the "Tender Committee".

4.1.2.2 The "Tender Committee" and the "Employer" reserve the right to carry out reviews, if they so wish, to verify the accurateness and truthful of the "Stage 1-Dossiers" data which is submitted, and to request the assistance of all competent "Employer's" departments/bodies in this regard.

4.1.2.3 Subject to "Tender's Committee" discretion, unnecessary comments, conditions, terms, or reservations, which are entailed in "Stage 1 -Dossiers" shall be treated as reservations to the terms of the "Tender Procedure" and shall result in the "Candidate's" disqualification.

4.1.2.4 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.

Article 4.2 : Suspension – Cancellation of Tender Procedure

4.2.1 Suspension of Tender Procedure

4.2.1.1 "Employer", at its absolute discretion and without any right of compensation of any kind for the interested Parties, has the right to suspend, cancel or repeat the "Tender Procedure" 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 concerning the project to be awarded;
- e. If none of the Candidates submitted the required documents;
- f. If the price quotations are uneconomical excessive

4.2.1.2 Where the procedure is postponed, repeated or canceled, the Employer shall return "Stage 2-Dossiers" to the "Prequalified" upon written requests. If candidates do not submit their written requests, within the deadline specified by the "Tender Committee", the "Stage 2-Dossiers" will be destroyed.

4.2.2 Cancellation of Tender Procedure

4.2.2.1 "Candidates" participate in the "Tender Procedure" at their sole responsibility and in case of cancellation of the procedure, are not entitled to any compensation for expenditure relating to participation in the tender procedure, and for preparing and submitting the tender.

Article 4.3 Tender Procedure completion

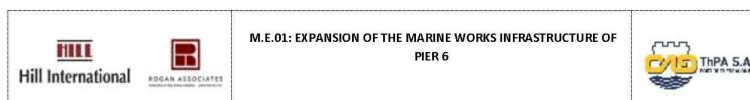
The “Tender Procedure” ends upon signing of the “Contract”, when the “Preferred Bidder” provides the “Employer” with the “Preferred Bidder Performance Guarantee” and “Employer” completes the review of the “Contractor’s” submitted documentation as “CfB” “Tender Documents” specify.

Article 4.4 Final Provisions

- “Employer” undertakes to take suitable measures to (a) effectively prevent, (b) identify, and (c) rectify any conflicts of interest arising during the contract award procedures to avoid any distortions in competition and ensure equal treatment of all economic operators.
- “Employer” undertakes to comply in full with the principles of confidentiality and secrecy in relation to data and information from Candidates which come to their knowledge during this Tender Procedure which is considered to be confidential
- “Employer” declares that it has fully adapted to the requirements of the General Data Protection Regulation and will comply with the relevant provisions during the entire tender procedure.

ANNEXES

A. LETTER OF APPLICATION TO PARTICIPATE



Application to Participate in Tender Procedure

Date: [insert day, month, year]

IFP No.: [insert number]

Company: _____

To: THPA/Tender Committee

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

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

Name	
Title	
Email	
Telephone / Fax No.	
Mailing Address	

Name	
Title	
Email	
Telephone / Fax No.	
Mailing Address	

[Signature]

[Company Stamp]

Name: _____ Position: _____

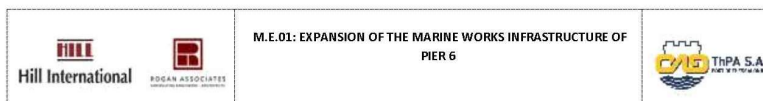
For and on behalf of: _____

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Doc. Number:
PGR40-TP-HL-HL-OT-GEN-TNF-0001

IMPORTANT NOTE 6:

In the case of a joint venture or grouping of Firms the member who has the highest stake in the grouping (**the leader hereof**) (upon penalty of disqualification) shall sign the letter of Application.

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



Intention to form a Joint Venture/Consortium

Date: [insert day, month, year]

IFP No.: [insert number]

Company: _____

To: THPA/Tender Committee

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

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

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

Name	
Title	
Email	
Telephone / Fax No.	
Mailing Address	

[Signature]

[Company Stamp]

Name: _____ Position: _____

For and on behalf of: _____

IMPORTANT NOTE 7:

In the case of a joint venture or grouping of firms, the entirety of the members shall sign the letter of Intention to form a Joint Venture/Consortium.

C. FORM OF PORT WORKS CONSTRUCTION EXPERIENCE

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

Table 1: Ports Works Construction Experience

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

Provide contracts that demonstrate continuous construction works pursuant to Section 2, Technical Eligibility Criteria and Requirements, para. 2.2.2.1. & 2.2.2.2.
 List contracts chronologically, according to their commencement (starting) dates.

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

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

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

Provide contracts that demonstrate continuous construction works pursuant to Section 2, Technical Eligibility Criterion and Requirements, para. 2.2.2.3. List contracts chronologically, according to their commencement (starting) dates.]

IMPORTANT NOTE 8:




Annex [C above](#) table 1 shall be filled in for the "Candidate" and for each member of a JV or the consortium (if needed) to certify eligibility with para.2.2.2.1 & 2.2.2.12 criteria. In the case of a joint venture or grouping of firms the member who has the highest stake in the grouping (the leader hereof) upon penalty of disqualification shall sign and provide the table including the entirety of JV's/Consortium's certified construction experience.

In case of JV/Consortium Annex [C above](#) table 2 shall be filled in for the "Candidate" and for each member of a JV or the consortium (if needed) to certify eligibility with para. 2.2.2.3 criterion.

IMPORTANT NOTE 9:

For each separate contract of the overall listed Ports Works experience in Annex [C](#) above tables and Annex [D](#) below, the Candidate to submit a certification from the corresponding Employers, certifying the accurateness of the data provided.

D. FORM OF SPECIFIC CONSTRUCTION EXPERIENCE

		<p>M.E.01: EXPANSION OF THE MARINE WORKS INFRASTRUCTURE OF PIER 6</p>	
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Specific Construction Experience

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

Date: [insert day, month, year]

Candidate's Legal Name: [insert full name]

Candidate's Representative Legal Name: [insert full name]

IFP No.: [insert number]

Page [insert page number] of [insert total number] pages

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

E. PARTICIPATION DOCUMENTATION

E.1. Technical Eligibility Documentation

Date: [insert day, month, year]

Candidate's Legal Name: [insert full name]

Candidate's Representative Legal Name: [insert full name]

IFP No.: [insert number]

Page [insert page number] of [insert total number] pages

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

E.2. Qualitative Eligibility Documentation

Date: [insert day, month, year]

Candidate's Legal Name: [insert full name]

Candidate's Representative Legal Name: [insert full name]

IFP No.: [insert number]

Page [insert page number] of [insert total number] pages

S/N	EOI para. ref.no.	Description	In case of Joint Venture/Grouping		
			Lead Partner	Other Partners	All
1	4.1.1.1.a	Expression of interest letter (Refer to Annex A)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	2.2.1	Letter of Intent to form a Joint Venture/Consortium (Refer to Annex B)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	2.3.2.1.a	Original or Official copy of current Codified articles of Association	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	2.3.2.1.b	Original or Official copy of Commercial Registry	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	2.3.2.1.c	Official extract form the register of minutes approving the participation in the tender procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	2.3.2.1.d	Solemn declaration for the acceptance of the representative appointment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	2.2.3.1, 2.3.2.2	Solemn declaration that the company is not bankrupt, in liquidation, has not suspended operations, is not in compulsory receivership, or bankruptcy compromise, that the company's operations have not been suspended or that it is not any similar situation under any similar proceedings, is not in proceedings to be declared bankrupt or in proceedings to be placed in compulsory liquidation or compromise with creditors and is not in any similar situation (restructuring, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	2.2.3.2, 2.3.2.3	Criminal record Extraxt for the Managing Partners	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	2.2.3.3, 2.3.2.4	Social Security clearance form	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	2.2.3.4, 2.3.2.5	Tax clearance form	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	4.1.1.d	An overall Company Presentation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	4.1.1.e	An electronic copy of the entire Stage-1 Dossier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IMPORTANT NOTE 10:

Candidates for Stage 1 can replace items in yellow with a solemn declaration from the legal representatives of the "Candidates, declaring their compliance with the associated Tender's requirements.

E.3. Financial Eligibility Documentation

Date: [insert day, month, year]

Candidate's Legal Name: [insert full name]

Candidate's Representative Legal Name: [insert full name]

IFP No.: [insert number]

Page [insert page number] of [insert total number] pages

S/N	EOI para. ref.no.	Description	In case of Joint Venture/Grouping		
			Lead Partner	Other Partners	All
1	2.2.4, 2.3.3.1	Official Balanced Sheets of the last five (5) audited years	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	2.2.4, 2.3.3.1	Solemn declaration from the legal representative stating that the company complies with criteria of para.2.2.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	2.2.4, 2.3.3.1	Letter of credibility for € 70.000.000 for the specific project	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	2.2.4, 2.3.3.1	Letter of credibility for € 200.000.000 for the overall credibility of the participant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	2.3.3.1	A presentation of the company's financial situation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Doc.Number:

PGR40-TP-HL-HL-OT-GEN-TNF-0007

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F. NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT (NDA)

STRICTLY CONFIDENTIAL

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

_____ 2019

1. For the purposes of this Agreement, the term "**Employer**" is used to describe Thessaloniki Port Authority S.A. (THPA), and the term "**Candidate**" is defined as the undersigned company engaged by the Employer in the process of the Procurement of certain Contractor's services (the "**Purpose**") associated with the project of "Expansion of the Marine Works Infrastructure of Pier 6", situated in the Port of Thessaloniki (the "**Project**").
2. In this Agreement, "**Confidential Information**" means but is not limited to designs, documentation, copyright, inventions, concepts, drawings, photos, data, techniques, studies, records, knowledge, systems, ideas, know-how, source codes, object codes, manuals, information relating to the existence or status of opportunities or projects and other tangible or intangible valuable confidential information (in any and all forms) relating to the Project and/or which the Employer or its affiliates own, use, possess or control relating to the trade, commercial and financial affairs of the Employer, its affiliates and any person to whom the Employer owes a duty of confidentiality (hereinafter the "**Relevant Persons**" and each a "**Relevant Person**") as such information may be copied, modified, amended, updated or improved from time to time, but does not include information which:
 - (a) at the date of its disclosure to the Candidate is publically available or which subsequently became available other than by reason of any act or omission by the Candidate; or
 - (b) is already known to the Candidate (as may be evidenced by written records) at the date of signing of this Agreement and was not acquired directly or indirectly from the Employer; or
 - (c) is at any time after the date of signing of this Agreement acquired by the Candidate from any third party who did not acquire such information directly or indirectly from the Employer and was not otherwise in breach of any obligation of confidentiality.
3. The Employer may (in its sole and absolute discretion) disclose to the Candidate Confidential Information in connection with the Purpose and the Project.
4. In consideration of the Employer making available to the Candidate Confidential Information, the Candidate undertakes to the Employer that it shall:
 - (a) maintain the confidentiality of all Confidential Information and not disclose any Confidential Information to any third party or discuss the same with any third party other than as permitted by this Agreement;
 - (b) comply with the terms of any confidentiality agreement or similar arrangement between the Employer and Relevant Persons relating to the Project;
 - (c) not use, manipulate or exploit any Confidential Information for any purpose other than strictly for the Purpose and the Project, and not use Confidential Information to unfairly compete with or obtain any commercial advantage over the Employer, its affiliates or Relevant Persons or to deliver to, or solicit from, any customer, supplier, independent contractor, agent, employee, officer, director or other representatives of the Employer, its affiliates or Relevant Persons, any offers of employment or service;

- (d) limit access to Confidential Information to the Candidates officers, directors, professional advisors and employees, who in each such case necessarily require such access for their provision of services in connection with the Purpose and the Project;
 - (e) inform each person to whom Confidential Information is disclosed of the restrictions contained herein as to use and disclosure of such Confidential Information and procure that each such person observes such restrictions;
 - (f) not, without the Employer's prior written consent, disclose to any third party (other than the persons referred to in paragraph 4(d) above) the existence or subject matter of this Agreement, the fact that the Candidate has access to Confidential Information or the fact that the Employer is procuring for the Purpose; and
 - (g) not without the Employer's prior written consent, in any circumstance, whether directly or indirectly, attempt to circumvent or bypass the Employer in connection with the Project or solicit, contact or interact with any third parties involved in the Project.
5. The restrictions on use and disclosure set out in paragraph 4 above shall not apply to any Confidential Information which is required to be disclosed by any applicable law, regulation or by order of a court of competent jurisdiction (but only in respect of the disclosure of the Confidential Information to the relevant entity and only to the extent required) provided that prior to such disclosure the Candidate shall (to the extent permitted by law) consult the Employer as to the proposed form, nature and purpose of the disclosure. The restrictions on use and disclosure will apply in respect of such Confidential Information in all other circumstances.
6. It is understood that a breach of any covenants contained herein may cause the Employer (and, where appropriate, its affiliates and Relevant Persons) to suffer loss which may not be adequately compensated for by damages and that, the Employer shall be entitled as a matter of right to seek an injunction and such right shall be cumulative and in addition to any other remedies which may be available to the Employer as a result of such breach.
7. The Candidate shall return to the Employer or destroy on the Employer's written demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it save for Confidential Information which has been copied in the usual course of back-ups or archiving of a computer system. The Candidate may retain one copy of Confidential Information if such retention is required by law or rules of a regulatory body or for the proper maintenance of professional records. The confidentiality obligations contained in this Agreement shall continue to apply to such retained Confidential Information for the duration of such retention.
8. The Candidate agrees that all right, title and interest in and to the Confidential Information (including, without limitation, all intellectual property rights) is and at all times shall remain the exclusive property of the Employer (or the Relevant Persons, as the case may be).
9. The Candidate acknowledges and agrees that the Confidential Information does not purport to be accurate or complete and that no representation or warranty (express or implied) is made by the Employer as to the accuracy, reliability or completeness of any of such Confidential Information. Accordingly, the Candidate agrees that neither the Employer, its affiliates or representatives nor Relevant Persons shall have any liability whatsoever to the Candidate or other recipients of Confidential Information resulting from the Candidate's or others' reliance on Confidential Information and they shall owe no duty of care to the Candidate or to others.
10. Nothing in this Agreement shall:
- (a) be deemed an engagement of, or authorisation to the Candidate, for any purpose by the Employer, nor authorisation to approach third parties in relation to any matter involving the Employer; or

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- (b) oblige the Employer to engage the Candidate as an adviser, broker, financier, consultant, contractor or in any other capacity for the Project or otherwise.
11. No variation or amendment to this Agreement shall be effective unless made in writing and signed by or on behalf of the Employer.
 12. Unless otherwise expressly provided herein, neither the Employer nor the Candidate intend, and nor shall any provision of this Agreement be interpreted, to create under this Agreement any obligations of either the Employer or the Candidate in favour of, or benefits to, or rights in, any third party who is not a party to this Agreement. Notwithstanding the foregoing, the Employer may enforce the confidentiality provisions of this Agreement on behalf of any of its affiliates and Relevant Persons with respect to any Confidential Information that belongs to such affiliate or third party, without the Employer being required to demonstrate loss or damage so long as such affiliate or third party is able to demonstrate such loss or damage.
 13. Delivery of a signed copy by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement. If either method is adopted, without prejudice to the validity of such Agreement, the Candidate shall provide the original of such page as soon as reasonably practicable thereafter.
 14. The "Candidates" and the "Employer" are obliged to take every effort for the extrajudicial settlement of any disputes arising from the relations thereof during the term of the contract. Any disagreement or dispute shall be submitted irrevocably to International Arbitration (ICC), which will be carried out in accordance to the Greek Law, in Thessaloniki, in the English language.

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

We hereby agree to the terms of the above Agreement.

..... [Signature]	[Stamp]
Name: _____	
Position: _____	
Authorized For and on behalf of [The Candidate]	
Date: _____	