



Thessaloniki, December 2022

CALL FOR OPEN TENDER (TED 90/2022)

FOR THE PROVISION OF SECURITY /GUARDING SERVICES IN APPLICATION OF
THE ISPS CODE OF ThPA FACILITIES (PORT AND NON-PORT)

OPEN TENDER PROCEDURE	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main Activity: Port services Address: Inside the Port of Thessaloniki P.C. 54012 Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website address: http://www.thpa.gr
Deadline for Submission of Bids	16.1.2023
Deadline for Submission of Bids	11.1.2023
Award criterion	Most economically advantageous tender based on the best price - quality ratio
Estimated Contract Value	2,400,000 € plus VAT 24% per year
Estimated Option Value	1,200,000 € plus VAT 24% per year
Contract Term	Three (3) years with the possibility of a further extension for one (1) year
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PART A: GENERAL & SPECIFIC CONDITIONS

ARTICLE 1 - Description of Material and Financial Object of the Contract

1.1 Material Object

The object of the tender is the provision of security/ guarding services in conformity with ISPS Code in ThPA SA facilities (port and non-port), according to the following conditions and specifications.

1.2 Financial Object

Estimated Contract Price

The estimated contract price amounts to **two million four hundred thousand euros per year (2,400,000.00 € per year)**, plus 24% VAT.

Option Right

ThPA SA reserves an option right up to 50% of the contract price, i.e. up to the amount of **one million and two hundred thousand euros per year (1.200.000,00 € per year)**, plus 24% VAT.

The option right concerns the number of additional guards required to meet regular and emergency needs at the discretion of ThPA SA, depending on the regular and emergency needs that arise and a corresponding increase in the monthly cost of meeting these needs, which will depend directly on the number of guards and their working hours.

To exercise the option, the Contractor needs to be notified by email sent to its email address at least 12 hours before taking up the service.

Indicatively, there are cases of emergency needs of the Port and the Port Facility of ThPA SA, such as e.g. Increase of Security Level, Passenger Terminal – Cruise, Passenger Terminal 2 – (Intra Schengen Ships Cat. A), Crete Line - RORO Pax - Luggage Control, Guarding of ThPA SA Buildings, Events – Social Events, Port – Port Facility Tours, Yacht Guarding – Special Type Ships, Emergency Guarding Measures ordered by the Central Port Authority of Thessaloniki, Anchorage Manning, Film Festival etc.

The expenses for meeting the emergency needs will be paid extra based on the cost/hour, as shown by the contractor's bid and the number of the necessary man-hours.

1.3 Duration

The duration of the contract is set at three (3) years with the possibility of extending one (1) more year.

1.4 Award Criterion

The award criterion is the most advantageous tender on the basis of the price and the quality criteria as detailed in Article 13 & 14 hereof.

ARTICLE 2 - Eligible To Participate

Eligible to participate in the tender are the Natural and Legal Persons, Cooperatives, Joint Ventures of Associations of Economic Operators that submit a joint bid with a relevant object.

The associations of economic operators, including any temporary partnerships, are not required to have a specific legal form for bidding. The selected Consortium or Association of Suppliers may be required to have a specific legal form insofar as the inclusion of such a legal form is necessary for the proper performance of the contract.

When a bid is submitted by an association of economic operators, all its members are liable against the contracting authority, jointly and severally.

Participants shall:

- 1 Not be in a state of bankruptcy, liquidation or compulsory receivership.
- 2 Not have been irrevocably convicted (the administrators for the case of limited partnerships, limited liability companies, the Chairman and the CEO in the case of SAs and the natural persons performing management duties in other cases for:
 - 2.1 participation in a criminal organization, pursuant to article 2(1) of Joint Action No. 98/733/JHA of the Council of the European Union
 - 2.2 bribery, as defined in Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of the Joint Action No. 98/742/CFSP of the Council
 - 2.3 fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities
 - 2.4 money laundering, as defined in Article 1 of the Council Directive 91/308/EEC of 10 June 1991 on the prevention of the use of the financial system for the purpose of money laundering
 - 2.5 embezzlement (article 375 of the Criminal Code)
 - 2.6 fraud (article 386-388 of the Criminal Code)
 - 2.7 extortion (article 385 of the Criminal Code)
 - 2.8 forgery (article 216-218 of the Criminal Code)
 - 2.9 perjury (article 224 of the Criminal Code)
 - 2.10 bribery (article 235-237 of the Criminal Code)
 - 2.11 fraudulent bankruptcy (article 398 of the Criminal Code)
- 3 Not to have been imposed on the participant economic operator in the two (2) years before the deadline for the submission of a bid: aa) three (3) fine-imposing acts by the competent control bodies of the Labour Inspection Body for infringements of labour law that are characterized, in accordance with Ministerial Decision 2063/Δ1632/2011 (B' 266), as in force, are of "high" or "very high" severity, which result cumulatively from three (3) audits carried out, or bb) two (2) fine-imposing acts by the competent control bodies of the Labour Inspection Body for infringements of labour law related to undeclared work, arising cumulatively from two (2) audits carried out.
- 4 They must hold a tax and social security clearance form.

ARTICLE 3 - Financial standing & Technical - Professional Capacity

2.1 Financial Standing

With regard to their financial and economic standing and in order to sign this contract, the economic operators must:

- 1 Have an average annual turnover in security services in the last 3 years (2019-2021), amounting to €5,000,000.00.
- 2 Hold a Class 1 insurance policy by an Insurance Company, covering:
 - 2.1 General liability with coverage from unlawful actions as defined by EC 725/2004 with a minimum liability limit per event and a maximum annual limit of **1.500.000 & 3.000.000 respectively**
 - 2.2 of Employer Liability with a minimum maximum liability per event and a maximum annual limit of **1.000.000 & 1.000.000 respectively and**
 - 2.3 Professional Liability with a minimum maximum liability per event and a maximum annual limit of **2.000.000 & 4.000.000 respectively**

2.2 Professional capacity - Suitability to pursue the professional activity

Economic operators participating in this procedure are required to pursue a professional activity related to the subject-matter of the services to be provided. In particular, they shall be required to have:

1. Operating license of a private security company in accordance with Law 2518/97 as amended and in force,
2. Uniform Permit
3. Radio Frequency Licence
4. An AOA certificate in force by the Ministry of Maritime Affairs and Island Policy
5. Prior to the signing of the award contract and in any case not at the time of the submission of the envelope, an operating license in accordance with Ministerial Decision 4434/1 .2.08 (GG B-1877 12.9.2008) on the licensing of security services companies by the competent Port Authority for the provision of security services in ThPA port facilities.

2.3 Technical capacity

With regard to the technical capacity that economic operators are required to have to participate in this tender procedure:

1. They shall have the required staff, licensed in accordance with the provisions of Law 2518/1997 as amended and in force.
2. They must have concluded in the last three years (2019-2021) at least one contract with an annual value of more than €750,000.00 for the provision of guarding services.

2.4 Quality Assurance Standards and Environmental Management Standards

For their participation in this tender process, economic operators shall comply with quality management standards according to:

- i. ISO 9001:2015 or equivalent,
- ii. ISO 14001:2015 or equivalent,
- iii. ISO 39001:2012 or equivalent,
- iv. ISO 45001:2018 or equivalent

ARTICLE 4 – Proof of Fulfilment of the Participation Criteria

In order for the participants to demonstrate that they meet the respective selection criteria of article 2, Eligibility - Quality Selection Criteria, they must submit along with their bid the following participation documents:

A) To prove the right of participation of paragraph 2.1:

- i. A certificate of registration in the relevant chamber (national economic operators) and a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators).
- ii. A solemn declaration of the economic operators that the grounds for exclusion set out in paragraph 2.1.2 do not apply to it and that there are no reasons to believe that such impediments will occur during the validity of the bid and any extensions thereof.
- iii. Affidavit, in accordance with the provisions of Law 3863/2010, of the legal representative of the tenderer before a notary, regarding fines imposed on him, for breaches of labor

legislation of "high" or "very high" severity for a period of two (2) years before the deadline for submission of the bid in this tender.

- iv. Insurance and Tax Clearance certificate

Any economic operator participating in Joint Ventures, Partnerships or Associations of economic operators that submit a joint bid in the Tender, submits the above participation documents of Article 222 of the Call.

B) To prove economic and financial capacity referred to in par. 3.1

- i. Financial statements for 2019, 2020, 2021.
- ii. Solemn declaration of the legal representative of the economic operator for the average specific annual turnover of the last three years (2019 - 2021) related to guarding services.
- iii. A letter or statement by an Insurance Company, stating that they undertake to provide on behalf of said participant the insurance coverage for the specific project, in accordance with the Call for Tender, which are at least for the limits specified herein. In addition, it will be stated that ThPA SA will be referred to as an additional insured, for the extent of the Contractor's liability under the contract to be signed, in all the aforementioned insurance coverage to be concluded by him, under the present Tender, that the staff of ThPA SA will be considered as a third party to the insurance contract.

In the case of Joint Ventures, Partnerships or Associations of economic operators that submit a joint bid in the Tender, at least one of them submits the above supporting documents of paragraph 3.1 of Article 3 of the Call.

C) To prove the Professional capacity - Suitability to pursue the professional activity of par. 3.2:

A solemn declaration attesting that the tenderers meet the relevant necessary criteria accompanied by:

- a. the authorisation of a private security service company;
- b. the uniform permit
- c. the radio frequency licence
- d. A valid AOA certificate from the Ministry of Maritime Affairs and Island Policy
- e. solemn declaration by the candidate's legal representative stating that in case the provision of security services is awarded to the company it represents, an operating license will be presented in accordance with Ministerial Decision 4434/12.9.2008 (GG B-1877 12.9.2008) regarding the licensing of security companies by the competent Port Authority for the provision of security services in ThPA SA port facilities.

Any economic operator participating in Joint Ventures, Partnerships or Associations of economic operators that submit a joint bid in the Tender, shall submit the above Solemn Declaration as well as the above licenses (paragraphs a, b, c), but it is sufficient that one of them or a third economic operator presents a written commitment of the operators to support the capacities of the third economic operator, has an AOA Certificate.

D) To prove the technical capacity referred to in par. 3.3:

- i. Lists with the employed personnel holding an A & B Category work permit provided for in

Art. 3 of Law 2518/97 accompanied by an establishment plan (ERGANI).

- ii. Table of experience accompanied by contracts or certificates of good performance concluded in the last three years (2019-2021) for guarding services of an annual value of more than €750,000.00 per contract, as follows:

	Service/Body Recipient	Duration	Contract Amount
1			
2			
3			
...			

In case of Joint Ventures, Associations or Partnerships of economic operators submitting a joint bid to the Tender, at least one of them will submit the above participating documents of par. 3.3 of Article 3 of the Call, at least one of them.

E) To prove compliance with the quality assurance of paragraph 3.4.

- i. Quality Assurance Certificate ISO 9001:2015 or equivalent,
- ii. Quality Assurance Certificate ISO 14001:2015 or equivalent,
- iii. Quality Assurance Certificate ISO 39001:2012 or equivalent,
- iv. Quality Assurance Certificate ISO 45001:2018 or equivalent,

In the case of Joint Ventures, Partnerships or Associations of economic operators that submit a joint bid in the Tender, at least one of them submits the above supporting documents.

F) In order to prove the legal establishment and representation, the economic operator shall submit the legal documents of establishment and legal representation of the company (such as articles of association, commencement, in case of SA, etc published in GEMI, General Certificates of General Commercial Registry, depending on the legal form of the tenderer). The lawful incorporation, all the relevant amendments to the articles of association, the person/s that lawfully bind the company at the time of the tender (legal representative, power of signature etc.), any third parties with representation authority, as well as their term and/or the term of the administrative body members/legal representative must all derive from the aforementioned documents.

The Joint Ventures, Partnerships or Associations of economic operators that submit a joint bid, submit the operating license of Article 2 of Law 2518/1997 and the supporting documents of par. 2.1, 3.2 for each participating economic operator. Also, the members need to submit an agreement between them which will state at least the following:

1. The extent and type of participation of each member in the execution of the contract,
2. A declaration that each of its members is jointly and severally liable against ThPA SA for each claim arising from the participation or execution of the contract,
3. To designate a member that will be in charge of the coordination and the management of all members,
4. The appointment of a joint representative of the Union and its members for its participation in this tender and its representation and its members vis-à-vis ThPA SA.

In the case when an economic operator wishes to rely on the capabilities of other operators to prove it will have the necessary means at its disposal, it must present a relevant written commitment by these operators to that effect.

NOTE:

The Solemn Declarations provided for in this Call, if drawn up by Greek citizens, must either be in the form provided for in Article 8 par. 2 of Law 1559/1986 or digitally published through the website <https://www.gov.gr/> or have an advanced digital signature.

ARTICLE 5 - Means & Time for Submitting Bids

Bids are submitted by the economic operators during business days and hours no later than **16/01/2023 at 15:00** in Greek, without being dependent on any other term, condition, requirement, proviso or reservation.

Address for bid submission:

Thessaloniki Port Authority SA
Technical Services Building (ground floor)
Corporate Governance Department
Gate 11, GR 54012 Thessaloniki
Tel.: 2310593118, 2310593121

After the bid closing date and time, it will no longer be possible to submit bids. Bids submitted late shall be returned.

ARTICLE 6 – Extension, amendment, addition or cancellation of the Tender procedure

ThPA SA reserves the right to extend the time for submission of bids or to cancel the award procedure, or to decide to repeat it at any stage, without any liability, cost or penalty, following a decision of its competent body. It also reserves the right to amend the conditions of the procedure in a transparent manner:

ARTICLE 7 – Clarifications on the Call

Requests for clarifications are submitted electronically to the procurement department of ThPA SA at isamaras@thpagr & ptheologou@thpa.gr up to 5 working days before the closing date for the submission of bids.

Clarification requests submitted in other forms will not be examined. The clarifications shall be posted on the ThPA SA website www.thpa.gr.

ARTICLE 8 – Drafting - Bid Content

The contents of the tender envelope are defined as follows:

- i. One (sub) envelope marked “Participation documents - Technical bid”
- ii. One (sub) envelope marked “Financial bid”
- iii. an electronic data storage device (usb) with the contents of the two above sub-envelopes in electronic form. Each envelope will contain the corresponding storage medium.

In case of inadvertent discrepancies between the printed and the electronically submitted material, ThPA reserves the right to request the completion of these documents.

In all other respects, alternative bids, counteroffers or amended bids or any proposals that may be construed as counteroffers shall not be considered and shall be rejected by the ThPA SA competent body, after an opinion has been delivered by the Tender Committee.

ARTICLE 9 – Bid Validity Period

The submitted bids must be valid for **one hundred twenty (120) days** after the date of unsealing of Tender bids. Bids that are valid for a shorter period will be rejected as **unacceptable**.

The validity of the bid may be extended, if requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial tender validity period specified in the Call. Any extension to the bid validity is accompanied by a corresponding extension to the participating guarantee.

ARTICLE 10 - Contents of the (sub) envelope "Participation Documents - Technical bid"

9.1 Participation Documents

To participate in the tender procedure, the Economic Operators shall submit data and participation documents which include:

- A solemn declaration whereby Candidates declare that they unreservedly accept the conditions of the Call, and that they have been apprised on the special terms and requirements of the Tender Object.
- A Letter of Guarantee relating to the participation which shall be valid for ≥ 120 calendar days counted from the closing date for the submission of tenders, amounting to **forty-eight thousand euros (€48.000,00), corresponding to 2%** of the estimated contract value, without VAT, by a recognised credit institution or a fund legally operating in Greece or in any country of the European Economic Area. In the case of Joint Ventures, Associations or Partnerships, a Participation Letter of Guarantee is submitted **by every participating economic operator according to its participation rate**. Offers without the appropriate participation guarantee are rejected as unacceptable. The participation guarantee concerning the Contractor, to whom the result of the tender was awarded, is returned after the deposit of the expected performance guarantee. The participation guarantees of the other Participants are returned after the date of the final award or cancellation of the competition
- The Participation Guarantee shall be forfeited in favour of ThPA SA in case that the selected Contractor refuses, explicitly or tacitly, to sign the relevant minute or contract within the deadline set. Instead of a letter of guarantee, the corresponding amount may be deposited to the ThPA SA bank account in Piraeus Bank, before the tender envelope is submitted. The corresponding deposit slip must be included in the tender folder (sub-envelope: "participation documents").
- The documents referred to in Article 4 - Proof of Fulfilment of the Participation Criteria.

9.2 Content of the envelope "Technical bid"

The tenderers in the sub-envelope of the Technical bid are invited to submit a credible and realistic plan for the development of the project where they will analyse in detail the strategies and methods they will apply for its implementation and in particular:

- HR Policies
 - Staff Attraction Policies: Methods to attract the required number of employees and skills to staff the ordinary and extraordinary needs.
 - Retention Policies: Methods to retain staff to the project
 - Staff training policies: Policies to train the staff on the project thematic units.
- Business coverage of the project
 - OJT staff training policies
 - Drill implementation plan
 - Ordinary and extraordinary drill implementation plan
- Project management: Staffing the management team and IT management and reporting systems that will be used
- Project technical equipment quality Advantages of the recommended equipment that will be used in the project to strengthen supervision, surveillance, communication & safety controls at the level of port facility or check point
 - Aggregate report of equipment to be used in the project indicating the description, type, pieces of equipment as well as its renewal period.
 - Technical brochures of manufacturers for the equipment that will be used at the project.
- Possibility to meet the project's extraordinary needs at 50% per safety level.

ARTICLE 11 - Contents of the (sub)envelope "Financial bid"

The Financial bid is drafted based on the model annexed hereto and shall include, as a minimum, the following:

- a. breakdown of the annual cost of services according to the model
- b. the annual total offered price in euros, without VAT.
- c. time of bid validity, in accordance with article 9 of the Call.
- d. the signature of the legally authorized representative of the participating economic operator.

To draft the financial bid, the tenderers will use the following data:

Precondition	Price
Year days	365
Sundays & Bank holidays	61

When submitting their bid, the tenderers must attach an analysis of the employment cost which shall state:

- a. The number of employees
- b. The working hours and days
- c. The collective labour agreement by which workers are covered
- d. The amount of the budgeted amount relating to the legal remuneration of these employees of all kinds
- e. The social security contributions based on the budgeted amounts.
- f. The contractor's profit and other overheads

- **It is noted that no bids will be accepted with an offered percentage of equipment, consumables, training, administrative as well as contractor benefit less than 20% of the employer's cost.**
- Any subsequent change in the remuneration of the staff employed by law, collective agreement, arbitration award, ministerial decision and other similar arrangement or by agreement of the parties or respectively a change in the social security contributions of employees and employer or other payroll related burdens for the specialties of the employees, which will be used to fulfill the obligations of the contractor will result in a corresponding change in his total Remuneration.
- Counteroffers or amended bids or vague proposals that can be construed as counteroffers or vague bids that cannot be evaluated or conditional bids shall not be considered and shall be rejected by ThPA SA competent body, following the opinion of the Tender Committee.

ARTICLE 12 – Language

The official language of the process is Greek and English. All details of the bids shall be either in Greek or English (if they are drafted in the language of their country of origin) and accompanied by an official translation into one of the above languages. In case of inconsistency, the prevailing wording is always the Greek one.

ARTICLE 13 – Bid Evaluation

The unsealing of the bids will take place without the presence of the participants. After the opening of the bids, ThPA SA proceeds to the evaluation of the bids through the designated evaluation committee.

The tender evaluation committee addresses requests to the participating economic operators to provide clarifications on the submitted supporting documentation and the economic operators provide the clarifications within the specified deadlines, as the case may be.

Participants in the tender are informed of the acceptance or rejection of their bid.

ARTICLE 14 - Award criteria

The contract award criterion is the most economically advantageous tender based on best quality-price ratio, which is calculated based on the following criteria.

#	Evaluation element (EE)	Weighting Coefficient
EE1	Candidate's General Experience (Average turnover in guarding services)	5%
EE2	Candidate's Specific Experience (Average turnover in Ports – Port Facilities)	35%
EE3	Insurance coverage	5%
EE4	Certifications	5%
EE5	Project development plan	50%
	Total	100%

Candidate's General Experience (Average turnover in guarding services) (EE1)

Average turnover before legal VAT for security/guarding services that have been carried out during the last three years (1/1/2019 to 31/12/2021).

It is evidenced by the published financial statements of the participant and a solemn declaration of the legal representative.

Average annual turnover from € [5,000,000] to € [10,000,000] is scored with 100 points.

Average annual turnover from € [10,000,001] to € [15,000,000] is scored with 110 points.

Average annual turnover from [15.000.001] € and above is scored with 120 points.

Candidate's Specific Experience (Average turnover in Ports – Port Facilities) (EE2)

It is based on the security services that have been successfully carried out in port facilities in application of the ISPS Code during the last three years (1/1/2019 to 31/12/2021).

It is evidenced by a list and contracts or certificates of good performance (indicating the amounts of the contract), which have been provided in the above years, indicating the economic value, the date of provision and the recipient of the service, public or private.

To calculate the average, the number of contracts is summed and divided by the number of the three (3) years

The lowest average is scored with 0 points.

The intermediate averages are scored with 100 points.

The highest average is scored with 120 points.

Amount of insurance coverage (EE3)

Insurance coverage:

General Liability with coverage from unlawful actions as defined by EC 725/2004 with a maximum liability per event and a maximum annual limit of 1.500.000 € & 3.000.000 € respectively and Employer Liability with a maximum liability per event and a maximum annual limit of 1.000.000 € & 1.000.000 € respectively and Professional Liability with a maximum liability per event and a maximum annual limit of 2.000.000 € & 4.000.000 € respectively is scored with 100 points.

General Liability with coverage from unlawful actions as defined by EC 725/2004 with a maximum liability per event and a maximum annual limit of 2.500.000 € & 5.000.000 € respectively and Employer Liability with a maximum liability per event and a maximum annual limit of 1,000.00 € & 1.500.000 € respectively and Professional Liability with a maximum liability per event and a maximum annual limit of 2.500.000 € & 6.000.000 € respectively is scored with 120 points.

All amounts in between will be scored with 110 points.

Service Quality Provided (EE4)

Tenderers who on the day of the tender, hold certificates from recognized independent certification bodies in security service provision Certifications ISO 9001:2015, ISO 14001:2015, ISO 39001:2012 and ISO 45001:2018 or equivalents, receive 100 points.

Tenderers who on the day of the tender, held certificates from recognized independent certification bodies in security service provision Certifications πιστοποιήσεις ISO 22301 & ISO 27001:2013, or equivalent, receive 110 points.

Tenderers who on the day of the tender, had certificates from recognized independent certification bodies in security service provision, receive 120 points.

Project Development Plan (EE5)

The tenderers are invited to submit a credible and realistic plan for the development of the project where they will analyse in detail the strategies and methods they will apply for its implementation and in particular:

1. HR Policies **(25%)**
 - a. Staff Attraction Policies: Methods to attract the required number of employees and skills to staff the ordinary and extraordinary needs.
 - b. Retention Policies: Methods to retain the staff on the project
 - c. Staff training policies: Policies to train the staff on the project thematic units.
2. Operational coverage of the project **(25%)**
 - a. OJT staff training policies
 - b. Ordinary and extraordinary drill implementation plan
 - c. Relevant Organization Chart
3. Project management: Management team staffing and management & reporting information systems to be used for the project **(20%)**.
4. Project technical equipment quality Advantages of the recommended equipment that will be used in the project to strengthen supervision, surveillance, communication & safety controls at the level of port facility or check point **(10%)**
5. Possibility to meet the project's extraordinary needs at 100% per safety level. **(10%)**
6. Project timetable **(10%)**

Determining the most Advantageous Bid (AB)

To determine the most advantageous bid, based on cost, the Technical and Financial bids of the Candidates that were not eliminated during the check of the participation supportive documents will be evaluated based on the criteria set herein.

For the selection of the most economically advantageous tender, only the bids that have been deemed technically acceptable and are in accordance with the other conditions of this Call are evaluated.

For the selection of the most advantageous bid, based on cost, only the bids that are acceptable according to the inviolable conditions of the call will be evaluated.

For the Determination of the most Advantageous Bid (AB), the annual aforementioned price, plus VAT, as indicated on the Financial Bid Form will be taken into account.

Bids that are vague, contradictory, not unconditional, incomplete or do not include all the requirements of this Tender will be rejected as unacceptable. Bids expressing reservations or modifications to any term of this bid will also be rejected.

In no case, any bid with hidden costs or bids that do not offer a solution for all the services, as requested and describe in this call will not be accepted.

For the comparative scoring of the technical bids that will be deemed acceptable and will not be rejected at an earlier stage of the tender procedure, the Tender Committee will create an aggregate

report numbered with the individual scores of each technical bid, by Btech.1 to Btech. n (where n the number of participants). The technical bid with the highest score will be considered as the Btech.max. Subsequently, applying the following formula, he will calculate the relative score Brel. tech(a) of each bid by filling in the corresponding column of the above report:

$$\text{Brel.tech. (a)} = \text{Btech. (a)} / \text{Btech.max}$$

Whereas:

Brel.tech. (α) is the relative score of the technical bid of a
Btech. (a) is the total score of the Technical Bid of a
Btech.max is the score of the best Technical Bid

For the comparative scoring of the financial bids that will be deemed acceptable and will not be rejected at an earlier stage of the tender procedure, the Tender Committee will create an aggregate report with numbering of the financial offers from Beco.1 to Beco. n (where n the number of the latest Financial Bid). The lowest bid will be considered Beco.min.

Subsequently, applying the following formula, he will calculate the comparative score (Bcom.ec (α) of each bid by filling in the corresponding column of the above report:

$$\text{Bcom.eco. (a)} = \text{Beco.min} / \text{Beco. (a)}$$

Where:

Bcomp.eco. (a) is the comparative score of the financial bid of a
Beco.min is the lowest offered price
Beco. (a) is the offered price for a

After the completion of the technical and financial comparative scores, the Tender Committee shall rank the bids in a Comparative Table, in descending order of the final grade:

$$\text{B} = 0,75 * (\text{Brel.tech.}(\alpha)) + 0,25 * (\text{Bcomp.fin}(a)),$$

Where B will be the final score rounded to the nearest 2nd decimal place. The most Advantageous Bid will be the one with the highest score S. In case the technical bids have the same score, they are classified in descending order of the technical evaluation score.

In case of an association of companies and with the exception of cases where this call requires from each member of the association specific supporting documents and features, the participants in associations of companies can be scored based on the evaluation information of one of the participants in the association.

ARTICLE 15 – Contract – Amendments – Unilateral Termination

After the notification of the tender result, a contract is signed between ThPA SA and the selected company. To sign the contract, the Contractor must submit a Performance Guarantee and copies of the insurance policies.

The contract may be amended during its term of validity, not requiring a new contract but only after an agreement between the two parties.

ThPA SA reserves the right to suspend – terminate the Contract after a notice period of (3) months. In this case, the Contractor is obliged to continue to perform its tasks until ThPA SA deems that its

services are no longer required, receiving its payment in accordance with the conditions of the Contract.

The Contract shall be terminated in the cases of paragraph 5 or paragraph 7, article 68 of law 3863/2010, as in force and if only the amendments are not related with essential terms of the contract.

ARTICLE 16 – Contract Conditions

The Contractor shall be responsible for adhering to the provisions of the labour and social security legislation, as well as the legislation on the health & safety of the employees and the prevention of occupational hazards. Moreover, it shall be obligated to send to THPA SA, every month, proof of payment of the salaries, as well as any severance pay due, and proof of payment of the social insurance contributions for their employees involved in the execution of this contract.

For the rest, the provisions of Art. 9 of Law 4554/2018.

ARTICLE 17 – Performance Guarantee

To sign the contract, the Contractor must submit a Performance Guarantee, the amount of which is defined as five (5%) on the contract value, not including VAT, delivered before or upon contract signing.

The Performance Guarantee shall be valid indefinitely. In the case of Joint Ventures, Associations or Partnerships, a Participation Letter of Guarantee is submitted by every participating economic operator depending on its participation rate in the Association.

The Performance Letter of Guarantee shall be forfeited in the case where the conditions of the contract are violated, as specifically defined.

The Performance Letter of Guarantee shall cover the implementation of all contractual terms and any requirement of the contracting authority or the developer against the Contractor, in their entirety and without discriminations.

ARTICLE 18 - Contract performance monitoring

The implementation of the contract is monitored by the competent bodies of the Port Facility - from Security Officer, according to the provisions of paragraph 5.1. of Part B of the Call. More specifically:

1. for the control and acceptance of the works, a written Safety Report shall be prepared by the PFSO of ThPA SA for the faithful observance of the conditions of the Contract,
2. The Safety Report will be submitted to the CEO of ThPA SA

ARTICLE 19 – Funding - Payment Method

The procurement is finance from the regular budget of ThPA SA

The CONTRACTOR shall be paid every calendar month within sixty (30) days from the date the invoice is issued. The CONTRACTOR shall receive the monthly invoice amount for regular and extraordinary services.

The payment item for the Contractor will be the monthly statements from the Port Facility Security Officer of ThPA SA for the faithful observance of the conditions of the Contract which are submitted to the Accounting Department of the Financial Division of ThPA SA

For the payment of the monthly price, the Contractor must submit to ThPA SA (Accounting Department):

1. Invoice or Service Provision Invoice,
2. Evidence of submission of APS
3. A copy of the contract with a Safety Technician submitted to the Labour Inspectorate, showing compliance with the health and safety terms of the employees.

Any fees imposed on the Contractor due to penalty clauses or other reasons, shall be deducted from the very next payment.

ARTICLE 20 – Price Adjustment

Adjustment of the offered prices is only possible if there is any subsequent change in labour costs by law, collective agreement, arbitration decision, ministerial decision and other similar arrangement or by agreement of the parties or corresponding increase in the employer's insurance contributions or other payroll related charges for the specialties of the employees, which will be used to fulfill the obligations of the contractor and will result in a corresponding change in his Remuneration. **It has to be noted that the percentage profit on the service cost shall remain fixed throughout the duration of the Contract.**

ARTICLE 21 – Contract execution - Penalties – Contractor forfeiture

Penalties

For improper staffing or improper performance of the contractual obligations of the contractor the following penalties may be imposed by the CEO of ThPA SA:

- i. For incomplete or irregular staffing of a shift of control of persons/ hand baggage / baggage control, access and guard checks (static and patrol), a penalty of five hundred (500) euros per person.
- ii. A fine of five thousand (5,000) euros is imposed for failure to operate a control point, which is staffed under the Port Facility's work programme.
- iii. For poor security control, a penalty of (500) euros is imposed.
- iv. Failure to comply with labour legislation (500) euros
- v. For misconduct - during the performance of his/her duties - concerning the behavior of a guard (of the contractor's staff) and his/her replacement thereof, a penalty of one thousand (1,000) euros is imposed for any direct or consequential losses.
- vi. In cases of repetition of (a), (b), (c), (d) and (e) infringements, the respective penalty described is doubled.

Contractor forfeiture

The Contractor may be declared in forfeit if it is established by ThPA SA that:

- i. in any way the Contract has been assigned to third parties for all or part of its works,
- ii. the validity of the contractor's statutory security clearance, or the police clearance of the port authority concerned, has been revoked,
- iii. did not provide the agreed services. In the case when the Contract Conditions are repeatedly violated, the Contractor may be declared in forfeit. ThPA SA reserves the right to be compensated for any damage due to the forfeiture.
- iv. A grave offence occurred by the guards while on duty.

The declaration of the Contractor as forfeit shall entail:

- i. The forfeiture in favor of ThPA SA of the submitted guarantee of good performance of the works or participation guarantee.
- ii. The award of the provision of these services to the next tenderer and the coverage of any damage incurred for the Company at the expense of the forfeited contractor. If a smaller monthly remuneration occurs for the new Contractor, the balance shall be kept by ThPA SA
- iii. The temporary or permanent exclusion of the contractor from the tenders carried out by ThPA SA

In addition, if the Contractor terminates the project untimely and without the consent of ThPA SA, before the Contract expiry date, the Contractor is obligated to pay to ThPA SA, as a penalty, the amount of **€4,800** per day for each day of termination and until the Contract expiry date or any extension thereof.

In such a case, ThPA SA will be free to hire a third party, at a free price, and will be entitled to claim from the forfeited contractor any resulting price difference in parallel with his claim for forfeiture of the performance guarantee in his favor, without reducing the amount of the above daily penalty clause.

ARTICLE 22 - Dispute Resolution - Applicable Law

This supply is governed by the Greek and EU Legislation and any dispute that will arise between ThPA SA and the Contractor on the execution, implementation or generally the relations created by it, will be resolved by the competent courts based in Thessaloniki

PART B: TECHNICAL CONDITIONS

ThPA SA intends to assign the provision of security/guarding services, both in application of the ISPS code of the facilities (Port and non-Port) covered by the approved PSPF of ThPA SA and in the facilities of the Port (Port and non-Port) covered by the approved PSP of ThPA SA, to a private security company (I.E.P.Y.A.), provided that ThPA SA will immediately procure and install the necessary equipment and logistical infrastructure for the following tasks:

1. Guarding (static and patrol),
2. Access controls (identification of persons, identification of vehicles, containers,

railway trains, etc.).

3. Security investigation of persons, hand luggage, luggage, vehicles, containers and railways, etc.
4. Control of cargo, mail, supplies and inventory.

The above-described security services will be provided throughout the demarcated area of the Port and the Port Facility of ThPA SA and in particular at the access control points and areas defined by the PSP and the PFSP, in accordance with:

1. 'Port Security Plan' (PSP) and
2. 'Port Facility Security Plan' (PFSP) of ThPA SA

Indicatively throughout the perimeter of the Port and the Port Facility, the interface areas (Port and Port Facility land area), as well as at the specific access control points (e.g. Passenger Terminal, Gates of vehicle and railway access to the Port Facility, the Port Facility Security Control Center (KEALE) and the Restricted Access Areas).

1. PORT

1.1 Port Description

As mentioned in the current Port Security Plan (PSP) and is depicted in the attached Port plan, or as it will- if necessary - be modified in the future, depending on the operational needs of ThPA SA.

1.2 Regular Job/Guarding positions at the Port

The Contractor will staff in accordance with the respective guidance of the Port Facility Security Officer, the regular job posts mentioned in the table below.

Περιοχή - Σημείο Φύλαξης	Επιχειρησιακές Ώρες
Pre-Port Parking	4,448 h
Reception Κεντρικά Γραφεία Διοίκησης	2,016 h
Reception Κτίριο Τεχνικής Υπηρεσίας	4,032 h
Α' Προβλήτα-Πεζό Περίπολο	8,760 h
Πύλη 11	8,760 h
Πύλη Αποθήκης 1-Φεστιβάλ Θεσσαλονίκης	8,760 h
Πύλη Επιβατικού-Κεντρική Πύλη Λιμένος	8,760 h
Πύλη Συνεργείων	8,760 h
Σύνολο	54,296 h

(Table 1)

1.3 Pre – Port Parking

The staff is responsible for the Identity Check and Security Investigations of all traffic and in particular:

1. Registration of the container number in the system (software)
2. Control of entry/exit of loaded trucks in the area
3. Banning entry to empty trucks in the area

4. Supervision of the area and immediate notification of the chief warden for any parking of an international transport truck or other goods to enter the Free Zone and loading on ships e.g. superstructures – tanks etc.
5. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Chief Warden – Patrol.

1.4 Reception Administration Head Offices

Staff are responsible for the correct recording of office visitor information during their shift and in particular:

1. Ensures that all the staff of ThPA SA working in the building and in particular the secretaries of the Divisions from which they are informed knows about any expected meetings – appointments per Division.
2. Upon taking up his shift, he contacts the warden and asks to be informed of any planned movements of the Central Offices.
3. After being informed, he ensures that he is in direct contact with gate 2, the pedestrian patrol of the Pier A, the warden and the cameras for any movement between the two buildings that needs support 1.
4. In case of an unplanned appointment, after informing immediately the respective secretariat or the interested party of ThPA SA and approving the entrance of the visitor, he proceeds to immediate inspection and recording of data. Otherwise, the warden and the cameras shall be informed immediately.
5. At the end of his shift, he shall inform the warden of any scheduled appointments for the following days.
6. Execution of additional guarding works at the command of PSP - PFSP – Area D' Manager – Chief Warden – Patrol.

1.5 Reception Technical Service Building

Staff are responsible for the correct recording of office visitor information during their shift and in particular:

1. Ensures that all the staff of ThPA SA working in the building and in particular the secretaries of the Divisions from which he is informed for any expected meetings – appointments per Division.
2. Upon taking up his shift, he contacts the warden and asks to be informed of any planned movements of the Head Office.
3. After being informed, he ensures that he is in direct contact with gate 2, the pedestrian patrol of the Pier A, the warden and the cameras for any movement between the two buildings that needs support.
4. In case of an unplanned appointment, after informing immediately the respective secretariat or the interested party of ThPA SA and approving the entrance of the visitor, he proceeds to immediate inspection and recording of data. Otherwise, the warden and the cameras shall be informed immediately.
5. At the end of his shift, he shall inform the warden of any scheduled appointments for the following days.
6. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Chief Warden – Patrol.

1.6 Pier A - Pedestrian Patrol

The staff shall be responsible for observing all buildings and mobile visitors, in particular:

1. External Supervision of Administration Head Offices of ThPA SA
2. External Supervision of Pier A Buildings and Facilities
3. Visual Screening of Pier A Visitors
4. Control of entry/ exit of trucks catering at Pier A
5. Control of entry/ exit of private cars at Pier A
6. Control of entry/ exit of motorcycles at Pier A
7. Control of entry/ exit of bicycles at Pier A
8. Increased surveillance when a cruise ship is docked
9. Periodic communication with the Reception of the Head Office
10. Update cameras in case of security incident escalation
11. Immediate notification of the warden in charge of any emergency
12. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Warden – Patrol.

1.7 Gate 11

The staff shall be responsible for observing all visitors and surrounding area, in particular:

1. External Supervision of Technical Service Offices of ThPA SA
2. External Supervision of Buildings and Facilities , adjacent to EKAB – Scale – ThPA's Facilities rented to third parties .
3. Visual Screening of Trading parties entering through the Gate.
4. Control of entry/ exit of trucks catering at the Port.
5. Control of Entry/ Exit of cars in the Port if this concerns transit or entry for any kind of work.
6. Control of entry/ exit of two-wheelers in the Port.
7. Control of entry/exit of Bicycles in the Port.
8. Increased surveillance when there is a RORO – Pax docking on Quay 14.
9. Periodic contact with the warden at Port Facility Security Centre (PFSC)
10. Opening – Closing supervision at the entrance – departure of trains through Gate 19.
11. Electronic registration of entry/exit of wheeled vehicles – trains - people.
12. Immediate notification of the warden in charge of any emergency.
13. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Chief Warden – Patrol.

Visual screening of the premises, waiting areas, personal identification checks and baggage security if the Port moves to a higher security level. It is also likely to be re-checked, regardless of the findings of the first transit, in accordance with the applicable orders of the PSO/PFSO/Area D' Manager and the security control procedures-percentages set by the PSO.

1.8 Warehouse 1 Gate - Thessaloniki Festival

The staff shall be responsible for observing all buildings and visitors, in particular:

1. External Supervision of ThPA SA Passenger Terminal and Thessaloniki Film Festival.
2. Visual screening of Pier A Visitors
3. Control of the entry/ exit of trucks catering at Pier A or cruise ships through Gate 3.

4. Control of entry/ exit of private vehicles at Pier A.
5. Control of entry/ exit of motorcycles at Pier A
6. Control of entry/ exit of bicycles at Pier A.
7. Increased surveillance when a cruise ship is docked.
8. Periodic communication with the Reception of the Head Office.
9. Immediate notification of the warden in charge of any emergency.
10. Update cameras in case of security incident escalation.
11. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Chief Warden – Patrol.

1.9 Passenger Terminal Gate - Port Main Gate

The staff shall be responsible for observing all visitors and surrounding area, in particular:

1. External Supervision of ThPA SA Passenger Terminal
2. External Surveillance of Buildings and Facilities of adjacent facilities Gym - facilities rented to third parties – management of entrance parking.
3. Visual screening of visitors and trading parties entering through the Gate.
4. Control of entry/ exit of trucks catering at the Port.
5. Control of Entry/ Exit of cars in the Port if this concerns transit or entry for any kind of work.
6. Control of entry/ exit of two-wheelers in the Port.
7. Control of entry/exit of Bicycles in the Port.
8. Increased surveillance when a cruise ship is docked at the Passenger Terminal.
9. Periodic contact with the warden at Port Facility Security Centre (PFSC)
10. Open – Close supervision at the entry – exit of the entrance parking.
11. Electronic registration of entry/exit of wheeled vehicles – trains - people.
12. Opening of security gate in emergencies of parking P1 of ThPA SA
13. Immediate notification of the warden in charge of any emergency.
14. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Chief Warden – Patrol.

Visual screening of the premises, waiting areas, personal identification checks and baggage security if the Port moves to a higher security level. It is also likely to be re-checked, regardless of the findings of the first transit, in accordance with the applicable orders of the PSO/PFSO/Area D' Manager and the security control procedures-percentages set by the PSO.

1.10 Repair shop Gate

The staff shall be responsible for observing all visitors and surrounding area, in particular:

1. External Surveillance of repair Shops – Repair Base of the Coast Guard and cruise parking of ThPA SA.
2. External Surveillance of Buildings and Facilities of adjacent facilities Warehouse 20 - facilities rented to third parties – surveillance of public use trucks parking in Pier 2.
3. Visual screening of visitors and trading parties entering through the repair shop Gate.
4. Control of entry/ exit of trucks catering at the Port.
5. Control of Entry/ Exit of cars in the Port if this concerns transit or entry for any kind of work.
6. Control of entry/ exit of two-wheelers in the Port.
7. Control of entry/exit of Bicycles in the Port.
8. Increased surveillance when a cruise ship is docked at the Passenger Terminal or in Quay 10 in

the future.

9. Periodic contact with the warden at Port Facility Security Centre (PFSC)
10. Open – Close supervision at the entry – exit of the cruise parking.
11. Electronic registration of entry/exit of wheeled vehicles – trains - people.
12. Immediate notification of the warden in charge of any emergency.
13. Execution of additional guarding works at the command of PSP - PFSP – Area D Manager – Chief Warden – Patrol.

Visual screening of the premises, waiting areas, personal identification checks and baggage security if the Port moves to a higher security level. It is also likely to be re-checked, regardless of the findings of the first transit, in accordance with the applicable orders of the PSO/PFSO/Area D' Manager and the security control procedures-percentages set by the PSO.

1.11 Port Area D' Manager

His duties are defined by the relevant PFS and the relevant instructions of the PSO.

He has overall responsibility for the security of his area as defined geographically in the PFS and reports to the Port Security Officer (PSO) and his/her deputy (DPSO) for the following:

1. Determines the number and locations of access points in accordance with the PSP and must ensure that all access points are guarded in accordance with the defined procedures of the aforementioned Plan, depending on the applicable security level of the Port.
2. Maintains control of the effectiveness of this process and reports to the Port Security Officer (PSO) or his/her Deputy (DPSO).
3. Coordinates security measures with company security officers, operators, ships, masters and security officers of managing companies of ships that are interconnected with their area of responsibility for access control issues.
4. Identifies the appropriate sites under the PDP for conducting security audits and searches.

Ensures that regular inspections of the area

5. Ensures that the regular inspections of the area fencing and access points are conducted with a view to detecting any attempt or indication of an attempt of a unauthorized access.
6. He is in charge of issuing Person and Car Access Licenses in the Port's Area D.
7. He is responsible for the issue of Annual Car Parking Cards and Monthly public use Truck Parking Cards also in the same area of the Port.
8. He also participates in the Emergency Response Plan (SAKEA) of ThPA SA under the guidance of the Person in charge of Implementing the Emergency Response Time of ThPA SA
9. He participates in all Drills and Exercises of ThPA SA
10. He collaborates with the Real Estate Department of ThPA for the issuance of the Annual Parking Permits within the Port.
11. He performs extraordinary tasks at the command of PSP-PFSP.

2. PORT FACILITY

2.1 Port Facility Description.

As mentioned in the current Port Facility Security Plan (PFSP) and is depicted in the attached Port plan, or as it will- if necessary - be modified in the future, depending on the operational needs of ThPA SA.

2.2 Regular Job/Guarding positions at the port facility.

The Contractor will staff in accordance with the respective guidance of the Port Facility Security Officer, the regular job posts mentioned in the table below.

Περιοχή - Σημείο Φύλαξης	Επιχειρησιακές Ώρες
C.T. - Reception A'	2,432 h
C.T. - Reception B'	2,016 h
C.T. - Είσοδος A'	4,864 h
C.T. - Είσοδος B'	4,032 h
C.T. - Είσοδος Κενών	4,448 h
C.T. - Εσωτερική Πύλη-Νυχτερινή	2,920 h
C.T. - Νότια Πύλη	8,760 h
C.T. - Πύλη Κομιστικής	4,032 h
DOCK 10-11/ΤΣΙΜΕΝΤΑΔΙΚΑ	4,200 h
FG10 Ροή ΙΧ ΕΙΣΟΔΟΣ	8,760 h
FG10 Ροή ΙΧ ΕΞΟΔΟΣ	8,760 h
FG10 Ροή Φορτηγών	2,016 h
MG24-Buffer Parking	4,448 h
MG24-KIBO ΤΑΣ.CT	4,448 h
MG24-A' Φυλάκιο	8,760 h
MG24-B' Φυλάκιο	4,448 h
MG24-Γ' Φυλάκιο	2,016 h
MG24-ΕΞΟΔΟΣ-Ροή A'	5,840 h
MG24-ΕΞΟΔΟΣ-Ροή B'	4,032 h
MG24-Ροή Κενών A'	5,840 h
MG24-Ροή Κενών B'	4,448 h
MG24-Ροή Πεζών	4,448 h
PG17 Πεζών	8,760 h
Εποχούμενη Περίπολος Ασφαλείας	11,680 h
ΚΕΑΛΕ (Κέντρο Ελέγχου Ασφαλείας Λιμενικής Εγκατάστασης)	26,280 h
ΚΡΟΥΑΖΙΕΡΑ-Καθημερινή	2,352 h
ΚΡΟΥΑΖΙΕΡΑ-Καθημερινή Υπερεργασία	294 h
ΚΡΟΥΑΖΙΕΡΑ-Καθημερινή Υπερωρία	882 h
ΚΡΟΥΑΖΙΕΡΑ-Κυριακή	2,072 h
ΚΡΟΥΑΖΙΕΡΑ-Κυριακή-Υπερεργασία	259 h
ΚΡΟΥΑΖΙΕΡΑ-Κυριακή-Υπερωρία	777 h
Μονάδα Ανίχνευσης Εκρηκτικών και Ναρκωτικών Ουσιών	2,136 h
Σύνολο	161,460 h

(Table 2)

2.3 C.T. - Reception A' & Reception B'

Staff are responsible for the correct recording of office visitor information during their shift and in particular:

1. Ensures that all the staff of ThPA SA working in the building and in particular the employees of

ThPA SA at the CT have any expected meetings – appointments per Department.

2. Upon taking up his shift, he contacts the chief warden and asks to be informed of any planned movements at the CT.
3. After being informed, he shall ensure that he is in direct contact with Gate 16, on-board patrol , the warden for any support.
4. In case of an unscheduled appointment, he/she immediately informs the respective employee or department and, if approved, proceeds to an immediate inspection and recording of visitor information. Otherwise, he shall immediately inform the warden in charge.
5. He monitors and supervises the safety of the ThPA SA employees.
6. At the end of his shift, he informs the warden of any appointments and meetings that will take place in the next few days and has been informed by CT employees.
7. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

2.4 C.T. - Entry A², Entry B' & Entry of Empties

1. Duties of guarding point security personnel and work on the procedures defined by CT regarding its computerised TOS system. (Terminal Operational System).
2. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

2.5 C.T. - Internal gate-Night, Southern Gate, Bearer Gate

1. Duties of guarding point security personnel and work on the procedures defined by CT regarding its computerised TOS system. (Terminal Operational System).
2. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.
3. Recommendation to all entrants to observe the Personal Protective Equipment (Helmet, Safety Vest, Safety Shoes) and recording thereof.

2.6 DOCK 10-11/CEMENT FACTORY

1. Enable ISPS Gate Guarding for domestic & international ships that will side up to the specific quay of ThPA SA in accordance with the requirements of the approved PFSP Plan
2. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

2.7 FG10 Private Car Flow ENTRY/EXIT, Truck Flow ENTRY/EXIT

The staff is in charge of the Identification control and the Security investigation of all traffic such as:

1. Trading parties
2. Workers
3. Passengers and their luggage
4. Crew of merchant ships
5. Visitors
6. Supplies and their vehicles
7. Recording of all required data in the Gate program of ThPA SA developed for the Port Facility and the Free Zone
8. Visual screening of the buildings and waiting areas according to the percentages indicated in

the PFSP, always depending on the security level of the Port Facility

9. Execution of additional guarding works at the command of the PFSO – Deputy PFSO – Chief Warden– Patrol.

2.8 MG24 Gate -Buffer Parking

1. The personnel shall be responsible for logistics of entry of all public use trucks passing through Gate 24.
2. It will also be in charge of the visual screening of the buildings and waiting areas, parking spaces, according to the percentages listed in the PFSP, depending always on the security level of the Port Facility.
3. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

2.9 Gate MG24-KIBO TAS.CT

1. The staff is responsible for the recording all the public use trucks in the appointment program of the CT developed by ThPA SA in this regard.
2. It will also be in charge of the visual screening of the buildings and waiting areas, parking spaces, according to the percentages listed in the PFSP, depending always on the security level of the Port Facility.
3. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

2.10 Gate MG24 ENTRY- Outpost A', B', C'

The staff is in charge of the Identification control and the Security investigation of all traffic such as:

1. Trading parties
2. Workers
3. Passengers and their luggage
4. Crew of merchant ships
5. Visitors
6. Supplies and their vehicles
7. Recording of all required data in the Gate program of ThPA SA developed for the Port Facility and the specific gate of the Free Zone,
8. Visual screening of the buildings and waiting areas according to the percentages indicated in the PFSP, always depending on the security level of the Port Facility.
9. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

2.11 Gate MG24 EXIT – FLOW A' & B

The staff is in charge of the Identification control and the Security investigation of all traffic such as:

1. Trading parties
2. Workers
3. Passengers and their luggage
4. Crew of merchant ships
5. Visitors

6. Supplies and their vehicles
7. Recording of all required data in the Gate program of ThPA SA developed for the Port Facility and the Free Zone
8. Visual screening of the buildings and waiting areas according to the percentages indicated in the PFSP, always depending on the security level of the Port Facility
9. Execution of additional guarding works at the command of the PFSO – Deputy PFSO – Chief Warden– Patrol.

2.12 Gate MG24 ENTRY – Empties Flow A' & B'

The staff is in charge of the Identification control and the Security investigation of all traffic such as:

1. Trading parties
2. Workers
3. Passengers and their luggage
4. Crew of merchant ships
5. Visitors
6. Supplies and their vehicles
7. Recording of all required data in the Gate program of ThPA SA developed for the Port Facility and the specific gate of the Free Zone
8. Visual screening of the buildings and waiting areas according to the percentages indicated in the PFSP, always depending on the security level of the Port Facility
9. Execution of additional guarding works at the command of the PFSO – Deputy PFSO – Chief Warden– Patrol.

2.13 Gate MG24 – Pedestrians flow

The staff is in charge of the Identification control and the Security investigation of all traffic such as:

1. Trading parties
2. Workers
3. Passengers and their luggage
4. Crew of merchant ships
5. Visitors
6. Supplies
7. Recording of all required data in the Gate program of ThPA SA developed for the Port Facility and the Free Zone
8. Visual screening of the buildings and waiting areas according to the percentages indicated in the PFSP, always depending on the security level of the Port Facility
9. Execution of additional guarding works at the command of the PFSO – Deputy PFSO – Chief Warden– Patrol.

2.14 PG17 Pedestrians Gate

The staff is in charge of the Identification control and the Security investigation of all traffic such as:

1. Trading parties
2. Workers
3. Passengers and their luggage
4. Crew of merchant ships

5. Visitors
6. Supplies
7. Recording of all required data in the Gate program of ThPA SA developed for the Port Facility and the Free Zone
8. Visual screening of the buildings and waiting areas according to the percentages indicated in the PFSP, always depending on the security level of the Port Facility
9. Execution of additional guarding works at the command of the PFSO – Deputy PFSO – Chief Warden– Patrol.

2.15 On-board Security Patrol

1. The patrols will be pedestrian or on-board and will be carried out according to the program and the instructions that will be prepared by the PFSO – Deputy PFSO – Deputy PSO
2. The guard will be responsible for the implementation of security measures, surveillance, supervision of guard staff. For the on-board patrols, an appropriate vehicle will be used, the supply and the operating costs (e.g. fuel cost, maintenance, etc.) of which are borne exclusively by the Contractor
3. The number and type of patrols is determined by the PFSO/PSO – Deputy PFSO – Deputy PSO
4. He participates in the Emergency Response Plan (Emergency Response Plan) of ThPA

SA under the guidance of the Person in charge of Implementing the Emergency Response Plan (YESAKEA) and all the Drills and Exercise of ThPA SA

2.16 KEALE - Port Facility Security Control Center

1. The personnel of the PFSCC shall monitor the cameras, the vibration detection equipment etc.
2. It communicates with the pedestrian & on-board patrol and guides them to the points of interest in case of a security incident
3. Its direct supervisor is Chief warden and executes his orders faithfully.
4. Draws up a report and sends it to the Chief warden and the Deputy PFSO.

2.17 CRUISE

2.17.1. Passenger Terminal 1 (Cruise – Extra Schengen)

During the Cruise and two hours before arrival up to one hour after departure, the following job guarding positions are activated:

- i. Passenger Terminal Supervisor*
- ii. Security Personnel, 6 persons (5 men + 1 woman),

*one of whom also acts as a supervisor 2 hours before arrival and 1 hour after departure.

2.17.2. Passenger Terminal 2 (Cruise – Intra Schengen^ Class A Ships (Crete Line)

During the Cruise and two hours before arrival up to one hour after departure, the following job guarding positions are activated:

1. Passenger Terminal Supervisor * as above for Extra Schengen
2. Security Staff:
 - 3 persons for the controls on metal object magnetic detectors (Arch Metal Detectors), x-ray devices for the detection of explosives and dangerous objects (X-Rays with possible "T.I.P." system operation).

3. 1 person at the entrance and for patrols at the dock and Gate G10a
4. 2 people at Gate G10a for vehicle control, as long as the Gate operates and for as long as vehicles move towards ferries (Crete line) and definitely 2 hours before arrival and 1 hour after departure.
5. 2 persons at the entry - exit of Domestic Passenger and Vehicle Ro - Ro* Service.
6. 2 people at the vehicle entrance - exit.

As long as Ro – Ro ships are served and Ro – Ro ship passengers and vehicles are handled and, in any case, security checks and controls will take place 2 hours before the ship arrives and 1 hour after its departure.

Passenger Terminal Security Staff: A supervisor for 24-hour coverage and guards for as long as ships are served (2 hours before arrival and 1 hour after departure);

It is noted that the Port Facility Security Officer will retain the right to, at his/her discretion, reduce staffing of the above jobs depending on ship arrivals and current passenger traffic as well as the security level at the Port and Port Facility.

2.18 Explosive and Narcotics Detection Equipment

The team consists of the main operator and a hand-held detection equipment. The Contractor shall have a main operator for a hand-held explosive & narcotics detection equipment. The operator will be trained by the supplier selected by ThPA SA for the supply of the portable detector. The aim of the training is to ensure an on-going, quick and effective sampling control of vehicles, hand luggage and persons through the smoke and odour detection and through sampling during their waiting time and before they are loaded to vessels complying to ISPS code, to a percentage set in the current Port Facility Assessment and Security Plan and to domestic vessels provided that the Port Security Officer orders, by a relevant written order, a sampling control.

In parallel, at least two more of the contractor's guards will be trained at his own cost in case of replacement of the main operator and after instructions of the Port Facility Security Officer. The operator must be a security guard licensed under Law 2518/1997 as amended by Law 3707/2008 and currently in force and have a Screener Certificate from Vocational Training Centre.

He participates in the Emergency Response Plan (Emergency Response Plan) of ThPA SA under the guidance of the Person in charge of Implementing the Emergency Response Plan (YESAKEA) and all the Drills and Exercise of ThPA SA.

2.19 Chief warden of ThPA SA

He has overall responsibility for supporting the Assistant PFSO and the Area D' Manager of the Port of ThPA SA in the daily monitoring regarding the security of the Port Facility and Area D of the Port.

He is responsible for monitoring the Project on behalf of the Assistant PFSO and the Area D' Manager of the Port of ThPA SA and ensures the implementation, maintenance and control of the effectiveness of all procedures and measures of the PFSP and the PSO always under the guidance of the Assistant PFSO and the Area D' Manager of the Port of ThPA SA.

On a daily basis, he works with all the Contractor's personnel and in particular:

1. The staff of KEALE
2. The On-board Patrol

3. All the Static Guarding guards.
4. He is responsible for the security measures that must be applied by the trading security officers of the Companies, Customs Brokers, Shipping Agencies, Agencies, Concessionaires, Public Entities and Services, ships, masters, security officers of the managing companies of ships that are interconnected with the Port and Port Facility area, crews, drivers of private and public cars, visitors, couriers, distributors for access control issues as well as for the determination of the appropriate areas for conducting security audits and investigations.
5. Ensures that the regular inspections of the area fencing and access points are conducted with a view to detecting any attempt or indication of an attempt of a unauthorized access.
6. He participates in the Emergency Response Plan (Emergency Response Plan) of ThPA

SA under the guidance of the (Person in charge of implementing the Emergency Response Plan -YESAKEA) of ThPA SA and all Drills and Exercises of ThPA SA

There will be foot and vehicle patrols and they will be carried out in accordance with the program and the instructions provided by the Deputy Port Facility Security Officer.

The guard manager shall be in charge of applying the safety, supervision, surveillance of the guard staff. To carry out the vehicle patrols, an appropriate vehicle will be used, whose procurement and operating costs (e.g. fuel costs, maintenance, etc.) will be borne by the Contractor. The number and type of patrols is determined by the Deputy Port Facility Security Officer.

2.20 Deputy PFSO - Deputy PSO

He has the overall responsibility for supporting the Head of Security of Port Authorities and the Port Security Officer of ThPA SA in daily monitoring security in the Port and Port Facility area.

In particular, he is responsible for monitoring the Project on behalf of the Contractor vis-a-vis ThPA SA and ensures the implementation, maintenance and control of the effectiveness of all procedures and measures of the PSO and the PFSO always under the guidance of the Assistant PFSO/PSO of the Port of ThPA SA

On a daily basis, he works with all the Contractor's personnel and in particular:

1. Area Manager D' for the security measures that must be applied by the trading security officers of the Companies, Customs Brokers, Shipping Agencies, Concessionaires, Public Entities and Services, ships, masters, security officers of the managing companies of ships that are interconnected with the Port and Port Facility area, crews, drivers of private and public cars, visitors, couriers, distributors for access control issues as well as for the determination of the appropriate areas for conducting security audits and investigations.
2. Ensures that the regular inspections of the area fencing and access points are conducted with a view to detecting any attempt or indication of an attempt of a unauthorized access.
3. He is in charge of issuing Person and Car Access Licenses:
 - a. at the port facility
 - b. at the Port assisted by the Area D' Manager.
 - c. Moreover, for the Port D Area, he works with the Area D' Officer for the issuance of the annual private car parking cards and monthly public use truck parking card.
4. He participates in the Emergency Response Plan of ThPA SA under the guidance of the Person in charge of implementing the Emergency

Response Plan -YESAKEA) of ThPA SA and all the Drills and Exercise of ThPA SA

The duties of the Deputy PFSO- Deputy PSO also include communication with the shipping companies

and the representatives of the cruise companies. He is also in charge of all the responsibilities related to the overall operation of the Passenger Terminal, regarding the cruise.

It is noted that the Port Facility Security Officer will retain the right to, at his/her discretion, reduce staffing of the above jobs depending on ship arrivals and current passenger traffic as well as the security level at the Port and Port Facility.

3. FREE ZONE

3.1 Free Zone Description

As it is mentioned in the current Port Security Plan (PSP) and is depicted in the attached Port plan, or as it will- if necessary - be modified in the future, depending on the operational needs of ThPA SA.

3.2 Regular Job/Guarding positions at the Free Zone.

The Contractor will staff, in accordance with the instructions of the Port Safety Officer (PSO) & Port Facility Security Officer (PFSO) the regular jobs listed in the table below.

Περιοχή - Σημείο Φύλαξης	Επιχειρησιακές Ώρες
MG24-Φυλάκιο Εξόδου	4,936 h
MG24-Φυλάκιο Εξόδου-Έλεγχος Ασφαλείας	4,936 h
Σύνολο	9,872 h

(Table 3)

3.3 Gate MG24- Post of Exit

The staff is responsible for the Identity Check and Security Investigations of all traffic and in particular:

1. The proper operation of the relevant Free Zone software at the job position that will be determined,
2. The faithful recording of the information from the relevant invoices that must be entered on the system
3. The collection of the documents intended for the Container Terminal and the Conventional Terminal, wherefrom every ThPA SA Department will ensure their collection and transfer to the respective Department seats.
4. The problem solving of problems may need to be solved by him/her
5. The notification of the guarding company/patrol unit/Chief Security Officer in case of an infringement and misconduct on the part of trading parties at the exit gates of the Free Zone.
6. Security control of loaded - empty trucks and containers.
7. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

3.4 MG24- Exit Outpost - Security Control

The staff is responsible for the Identity Check and Security Investigations of all traffic and in particular:

1. The proper operation of the relevant Free Zone software at the job position that will be determined,
2. The faithful recording of the information from the relevant invoices that must be entered on the system
3. The collection of the documents intended for the Container Terminal and the Conventional Terminal, wherefrom every ThPA SA Department will ensure their collection and transfer to the respective Department seats.
4. The problem solving of problems may need to be solved by him/her
5. The notification of the guarding company/patrol unit/Chief Security Officer in case of an infringement and misconduct on the part of trading parties at the exit gates of the Free Zone.
6. Security control of loaded - empty trucks and containers
7. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

4. RO-PAX

4.1 “RO-PAX” Description

As it is mentioned in the current Port Security Plan (PSP) and is depicted in the attached Port plan, or as it will- if necessary - be modified in the future, depending on the operational needs of ThPA SA.

4.2 Regular Job/Guarding positions at the “RO- PAX”

The Contractor will staff, in accordance with the instructions of the Port Safety Officer (PSO) & Port Facility Security Officer (PFSO) the regular jobs listed in the table below.

Περιοχή - Σημείο Φύλαξης	Επιχειρησιακές Ώρες
Ro-Pax/Parking Φορτηγών	1,216 h
Ro-Pax/Sniffer	1,216 h
Ro-Pax/Αποθήκη 18	2,432 h
Ro-Pax/Επίβλεψη Εξόδου-Εισόδου Αποθήκης 21-D12	1,216 h
Ro-Pax/Επόπτης Πλοίου-2 σταθμών (18 & 21)	1,216 h
Ro-Pax/Καταπέλτης	1,216 h
Ro-Pax/Κεντρικό Φυλάκιο Περιοχής	1,216 h
Ro-Pax/Ροή Εισόδου ΙΧ	1,216 h
Ro-Pax/Ροή Εισόδου Φορτηγών	1,216 h
Ro-Pax/Ροή Επιβίβασης X-Ray/Αποθήκη 18	3,648 h
Σύνολο	15,808 h

(Table 4)

4.3 Ro-Pax/Truck Parking

The staff is responsible for the Identity Check and Security Investigations of all traffic and in particular:

1. Supervises the correct process of grouping the parking of public use trucks that get off the ships.
2. Carries out security checks on them in cooperation with the staff of the Central Port Authority.
3. He performs additional guarding tasks instructed by the PFSO - Deputy PFSO - Chief Warden - Patrol.

4.4 Ro-Pax/Sniffer

1. Ensures proper function-charging of explosives and drugs detector.
2. Controls, based on the security percentage of the operating level of the Port Facility, all private vehicles and public use trucks that will be necessary; and
3. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.5 Ro-Pax/Warehouse 18

1. Reception at Passenger Terminal 18 and visual screening of passengers.
2. Instructs passengers to pass through the booths of the Hellenic Police and then through the Customs Control.
3. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.6 Ro-Pax/ Warehouse 21-D12 Exit-Entry Surveillance

1. Reception at the Car – Wheeler Entry - Exit Terminal and visual screening of passengers.
2. Instructs them to pass through the booths of the Hellenic Police and then through the Customs Control.
3. On exit - boarding he performs identity check and security checks.
4. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.7 Ro-Pax/Supervisor of Ship-2 terminals (18 & 21)

1. He supervises and informs the personnel of the terminals of their duties and obligations towards the public authorities acting in the field.
2. He carries out security checks on any vehicle needed in cooperation with the staff of the Central Port Authority and supports all employees in their work.
3. He coordinates with the cameras and the Chief Warden the work in the area.
4. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.8 Ro-Pax/Catapult

1. Supervises and informs on the correct route to follow all wheeled private cars – public use trucks, two-wheelers and pedestrian passengers that get off the ships.
2. Carries out security checks on any vehicle in cooperation with the staff of the Central Port Authority.
3. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.9 Ro-Pax/ Central Outpost of the Area

1. Acts as an ISPΣ Port Facility gateway where all those who enter or leave the site are recorded.
2. Carries out security searches based on the control rate as defined by the operating level of the Port Facility.
3. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.10 Ro-Pax/Private car and truck inflow

1. Reception at the public use Car Entry - Exit Terminal and visual screening of drivers - passengers safety.

2. Instructs them to pass through the booths of the Hellenic Police and then through the Customs Control.
3. On exit - boarding he performs identity check and security checks.
4. Performs additional guarding tasks instructed by the PFSO – Deputy PFSO – Warden – Patrol.

4.11 Ro-Pax/X-Ray Embarkation Flow/Warehouse 18

This is the security personnel that will be employed at passenger Terminal 18 during the embarkation-departure of the ships and will fully implement the embarkation protocol on Cruise Ships as follows:

1. Passenger check-in, boarding card and identity check with ID card or Passport
2. Check Baggage through x-ray
3. Magnetic Gateway Logistics
4. Additional Control with Portable Detection Device (GARRETT)

5. TEMPORARY GUARDING JOB POSITIONS

5.1 Events - Social events

Open Events (e.g. Political Speeches) – Social Events (e.g. Run race finishes, Historical Events Anniversary Celebrations, etc.) in areas of the Port of ThPA SA.

5.2 Port – Port Facility Tours

VIP visits to THPA SA Port and the Port Facility and need to organize a tour for them in the Port - Port Facility premises.

5.3 Yacht guarding - Special Type Ships

There is a need for Guarding Yachts and Special Type ships e.g. (Scientific, war, protocol visits and visits from other states) by order of ThPA SA.

5.4 Emergency Guard Measures instructed by the Central Port Authority

Adoption of emergency measures by the Central Port Authority and increase in the number of Guards, apart from the number of Regular Guards, for a specific Port or Port Facility area and for a specific reason and period.

5.5 Anchorage Manning

It consists of the manning of tender station to serve ships berthing in the ThPA SA Port-Port Facility.

6. QUALIFICATIONS OF SECURITY STAFF FOR PORT & PORT FACILITY

6.1 Qualifications of the Port Security Staff

The staff to be employed in the Port in any position listed below must be over 20 years of age.

Shall also hold a high school diploma or equivalent (except for Area D' Manager who should be a graduate of university or technological institute) and should have the following minimum qualifications:

- i. command of P/C- office applications (Area D' Manager, Shift Coordinators, Passenger Terminal Supervisors) and

- ii. English language (Area D' Manager, Coordinators, Gate Supervisors, Passenger Terminals).
- iii. they must have the Category A work license of Law 2518/97 as amended and in force, as well as experience in security issues as follows:
 - a. Area D' Manager: 2 years
 - b. Guard coordinator (shift) 1 year,
 - c. Guard coordinators; 1 year,
 - d. Extras: Depending on the position and the delegated tasks.
- iv. Staff must also have the ability to communicate orally and manage crowded gatherings. At the same time, staff should be familiar with steady position tactics.
- v. Staff should have ethics and excellent conduct, to understand the guarding mission and the basic concepts of public relations. Knowledge of fire safety, firefighting, first aid and computers is desirable.
- vi. The staffing of positions, other than port facilities, not falling under the ISPS Code may be covered by personnel, who have received in-house training from a Recognized Security Organization in accordance with the provisions of Annex I and II of the Ministerial Decision. 4442.20/01 /2008.
- vii. The staff involved in the handling of baggage/hand baggage and passenger control X-ray machines, arch metal detectors and hand-held metal detectors must have: Certificate of professional competency after screener training by a Vocational Training Centre accompanied by a Certificate - Attestation of the validity of the screener certificate, also issued by the Vocational Training Centre, certifying the validity of the Screener Certificate at the time of the tender.
- viii. The staff that will perform the security - guarding services will be permanent and acceptable by ThPA SA.

Replacement of security staff is possible after informing the Port Facility Security Officer by e-mail, at least 12 hours before taking up the service.

If the Contractor invokes force majeure, he/she should alert in due time and provide sufficient reasons for the replacement of staff. ThPA SA will have to approve the relevant request to replace the Contractor's staff as long as the requirements of this Agreement are met.

Also, ThPA SA reserves the right to ask for the immediate, final replacement of Contractor's employees, who have committed a disciplinary offence and the Contractor shall proceed to this replacement.

The acceptance of both the Chief Wardens of ThPA SA and the Area D' Manager requires prior agreement and approval of ThPA SA.

- ✚ The employment of the **Chief Guards** is in eight-hour shifts on a rolling schedule for all days of the year with statutory days off.

The monthly remuneration of each Chief Guard will amount to one thousand two hundred euros (€1,200) gross, plus employer and other deductions, payable by the Contractor at the end of each month for his full employment. If upon request of ThPA SA, the Chief Guard is requested to work over eight hours daily ThPA SA shall pay them all legal overwork and overtime increases. The basic hourly labor cost of ThPA SA for the Guard is set at the amount of €10.32, an additional 10% for administrative costs and contractor profit, namely : €11.35

It should be noted that due to the particular nature of the Port and the exercise of the duties of the Chief Guard, it may be necessary in some cases for him/her to be present at the Port or at the Port

Facility beyond the eight-hour and five-day employment at any time of the day and on public holidays to ensure the necessary conditions for the safe handling of cruise passengers, to identify / notify any imperfections or problems that may arise during the cruise ship's stay or other events.

The expenses concerning the employment of the Chief Guard that will incur to meet the above-mentioned emergency needs will be paid additionally on the basis of the cost per hour as derived from the monthly gross remuneration of € 1,200 and the number of man-hours used.

- ✚ The employment of **Area D' Manager** is on an eight-hour, five-day basis, from Monday to Saturday. His exact hours will be determined by the PSO of the Port of ThPA SA with the statutory days off.

His monthly remuneration will amount to one thousand four hundred euros (€1,400) gross, plus employer and other deductions, payable by the Contractor at the end of each month for his full employment. If upon request of ThPA SA, the Area D' Manager is requested to work over eight hours daily, upon request of ThPA SA shall pay them all legal overwork and overtime increases. The basic hourly labor cost of ThPA SA for the Area D' Manager is set at the amount of €12.04, an additional 10% for administrative costs and contractor profit, namely: €13.24

It should be noted that due to the particular nature of the Director and the performance of the Area D' Manager duties, it may be necessary in some cases for him/her to be present at the Port Facility beyond the eight-hour and five-day employment at any time of the day and on public holidays to ensure the necessary conditions for the safe handling of cruise passengers, to identify / notify any imperfections or problems that may arise during the cruise ship's stay or other events.

The expenses concerning the employment of the Chief Guard that will incur to meet the above-mentioned emergency needs will be paid additionally on the basis of the cost per hour as derived from the monthly gross remuneration of €1,400 and the number of man-hours used.

6.2 Port Facility Security Personnel Qualifications

The staff to be employed in the Port in any position listed below must be over 20 years of age.

Shall also hold a high school diploma or equivalent (except for Area D' Manager who should be a graduate of university or technological institute) and should have the following minimum qualifications:

- i. command of P/C- office applications (Area D' Manager, Shift Coordinators, Passenger Terminal Supervisors) and
- ii. English language (Area D' Manager, Coordinators, Gate Supervisors, Passenger Terminals).
- iii. English language mandatory **First Certificate in English** (Lower) or equivalent State Language Certificate B1 and/or B2 for the Deputy PFSO.
- iv. they must have the Category A work license of Law 2518/97 as amended and in force, as well as experience in security issues as follows:
 - a. 1 year; Port Facility Security Control Center (KEALE) Supervisors: 1 year,
 - b. Security patrols: 1 year,
 - c. The MG 24 gate (exit) guards: 1 year
 - d. Guard coordinator (shift) 1 year,
 - e. Guard coordinators; 1 year,
 - f. Extras: Depending on the position and the delegated tasks.
- v. Staff must also have the ability to communicate orally and manage crowded gatherings. At the same time, staff should be familiar with steady position tactics.

- vi. Staff should have ethics and excellent conduct, to understand the guarding mission and the basic concepts of public relations. Knowledge of fire safety, firefighting, first aid and computers is desirable.
- vii. The personnel of the Port Facility must have received the training provided for by Law 3622/07 and Decision 4434.1/02/08/12.9.2008 of the Ministry of Maritime Affairs and the Aegean. The provision (at all levels and categories of the security staff used) of the training necessary for the quality of the work offered and provided for by Law 3622/07, is an obligation and responsibility of the Contractor, who shall bear the relevant costs.
- viii. For the rest of the staff, it is desirable for them to have knowledge or familiarity with PCs and to be able to use the English language.
- ix. The staff involved in the handling of baggage/ hand baggage and passenger control X-ray machines, arch metal detectors and hand-held metal detectors must have: Certificate of professional competency after screener training accompanied by a Certificate - Attestation of the validity of the screener certificate, also issued by the Vocational Training Centre, certifying the validity of the Screener Certificate at the time of the tender. Both Validity Certificates (CV) and Certificate of Professional Eligibility (PEK) are accepted, which are issued by the relevant state authority (Civil Aviation School of the Civil Aviation Service) as well as safety inspector certificates issued by agencies (KEK, Lifelong Learning Centers) certified by a state authority (EOPPEP) for the use of x-ray security control machines.
- x. The staff that will perform the security - guarding services will be permanent and acceptable by ThPA SA.

Replacement of the guarding staff can be done after informing the PFSO appropriately, by electronic communication (email), at least 12 hours before taking up the service. If the Contractor invokes force majeure, he/she should alert in due time and provide sufficient reasons for the replacement of staff. ThPA SA will have to approve the relevant request to replace the Contractor's staff as long as the requirements of this Agreement are met.

Also, ThPA SA reserves the right to ask for the immediate, final replacement of Contractor's employees, who have committed a disciplinary offence and the Contractor is obliged to proceed to this replacement.

6.3 Deputy Port Facility Security Officer-Deputy Port Security Officer

In particular, the Deputy PFSO - Deputy PSO is required to hold a University, Technological Institute or Merchant Marine Academy degree and to:

1. Have a command of P/C (use of personal computer and office applications), have a very good command of English
2. hold an ISPS Code Training Certificate in accordance with applicable legislation for PFSOs (IMO Model Course 3.21)
3. have a professional license under Law 2518/97 and at least 2 years of experience on security matters.

The acceptance of Deputy PFSO - Deputy/PSO requires prior agreement and approval of ThPA SA. The employment of Deputy PFSO - Deputy/PSO is on an eight-hour, five-day basis, from Monday to Saturday. His exact hours will be determined by the PFSO of the Port Facility of ThPA SA with the statutory days off.

- ✚ His monthly remuneration will amount to one thousand seven hundred euros (€1,700) gross, plus employer and other deductions, payable by the Contractor at the end of each month for his full employment. If upon request of ThPA SA, the Deputy PFSO and Deputy PSO is requested to work over eight hours daily, ThPA SA shall pay them all legal overwork and overtime increases. The basic hourly cost of ThPA SA for the Deputy PFSO- Deputy PSO is set at the amount of €14.62, an additional 10% for administrative costs and contractor profit, namely : €16.08

It should be noted that due to the particular nature of the ISPS Code and the performance of the duties of the Deputy PFSO and Deputy PSO, it may be necessary in some cases for him/her to be present at the Port Facility and the Port beyond the eight-hour and five-day employment at any time of the day and on public holidays to ensure the necessary conditions for the safe handling of cruise passengers, to identify / notify any imperfections or problems that may arise during the cruise ship's stay or other events.

The expenses concerning the employment of the Deputy Port Facility Security Officer - Deputy Port Safety Officer that will incur to meet the above-mentioned extraordinary needs will be paid additionally on the basis of the cost per hour as derived from the monthly gross remuneration of 1.7000 € and the number of man-hours used.

7. OBLIGATIONS OF THE CONTRACTOR & METHOD FOR PERFORMING SERVICES

7.1 Contractor Obligations

The contractor must:

1. Ensure the decent and duly approved in accordance with the requirements of Law 2518/97, as amended and in force, uniform of its personnel, during their work at the Port Facility, as well as the required small work equipment,
2. Submit to ThPA SA in writing, upon signing of the Contract and before taking up duties in ThPA SA (Port Facility Security Officer - PFSO) all relevant information concerning:
 - a. the Contractor's representative, the Deputy PFSO - Deputy PSO and the Area D' Manager
 - b. The written notification of the Contractor according to the above will be accompanied by the submission of the necessary supporting documents - qualifications, as described below and the acceptance of the above persons by ThPA SA will also be in writing.
 - c. The replacement of the above persons after the signing and during the contract is only allowed after notification and written acceptance of ThPA SA. The replacement deadline is set to one month.
3. Notify in writing, after the signing of the contract and prior to any training -taking up work or apprenticeship, ThPA SA (Port Facility Security Officer) of the remaining security personnel that will staff the access points and security checkpoints at the Port Facility, in order for ThPA to check the supporting documents and proceed with staff acceptance. The notification will be made with a list certified by the Labor Inspectorate and will be accompanied by the submission of staff's professional permits, evidence of work experience and qualifications, according to paragraph 2 of Part B, their individual employment contracts, the certifications they have received for the training provided by Law 3622/2007, the licenses for handling equipment, etc. and the acceptance of the above persons by ThPA SA is carried out by issuing and Entry License

(Identification card - badge) for the Port Facility of ThPA SA.

4. Provide the appropriate staff after signing the contract and before taking up their duties, which will receive the relevant training by the PFSO.
5. Must also have the necessary staff in order to be trained in accordance with the training program of PFSP of ThPA SA which includes training workshops and drills. The training will be carried out at the facilities of ThPA SA by the PFSO of ThPA SA or by an authorized instructor. Staff training costs are borne by the contractor. Finally, the regular security staff of the contractor (24-hour work) is required to participate in the Port Facility security drills and exercises performed in accordance with the needs of ThPA SA and adhere to the provisions of the labour and social security legislation on the health & safety of the employees and the prevention of occupational hazards, according to Art. 9 of Law 4554/2018.
6. Shall have the necessary means of communication, such as VHF, to ensure the communication of staff with the PFSO.
7. Shall ensure that the documents - reports - books provided for by the PFSP are kept by the staff used, during the performance of their duties, and accept the required control by the designated bodies of ThPA SA and the Central Port Authority or other competent Authority.
8. If the Contractor uses the equipment of ThPA SA, (T/C equipment - XRAYs – METALDET tracking and tracing device, etc.) he submits a relevant equipment table, which at the time of validity of the contract is considered as security equipment of ThPA SA
9. Shall maintain in the insurance policy coverage of professional liability of himself and his staff against third parties, including ThPA SA, for coverage of losses up to twice the annual contract price, as well as coverage of employer's liability towards the staff of its members, with the same coverage of par. 2.2 of Part A of the Call, as they will be included in the insurance policy submitted throughout the term of the contract. The above coverage may not be directly or indirectly downgraded in any modifications or additions to the Contract after its signing.
10. The Contractor has sole criminal and civil liability towards any third party, including the staff of ThPA SA for any accident or damage to persons or things that may happen during the performance of security services due to his own fault.
11. Also, the Contractor must apply the current provisions on workers' health and safety and on occupational risk prevention. The observance of the above must be ascertained by submitting to ThPA SA every month a relevant proof.
12. The Contractor is also obliged to notify ThPA SA PFSO within one month from the signing of the Contract the written agreement between him and his staff regarding the numerical staffing of the Port Facility's control points in periods of strikes in accordance with Law 1264/82, as amended and in force.

In the absence of a representative trade union on the part of the Contractor's personnel or the companies – members of the Contractor, this agreement will form part of the individual recruitment contracts between the Contractor or the companies – members of the Contractor and employees.

In any case, in periods of strikes, the available security staff, who will perform the required tasks, should cover 75% of the required staffing force, as determined by the work programme of ThPA SA, and the allocation of security staff at the control points will be determined by the PFSO.

13. Observe the timetable of each access point to the Port Facility or the program of patrols and guards or the program of the security checkpoints issued by the Port Facility Security Officer and communicated to the Contractor's representative per month for Security Level 1. This timetable may undergo limited changes (deviations), with a signed order of the PFSO to the

Contractor's representative or shift coordinator, in order to better adapt it to the needs of the traffic served, as they occasionally emerge.

14. This timetable will be covered by the Contractors' shifts, starting at any time of the day, with a maximum shift duration of 8 hours and a minimum of 4 hours, according to the needs of the Port Facility.
15. Perform him/herself the above-described work in full and for the entire duration specified by the Contract and for its possible extension thereof, without the right to assign or in any way substitute it in whole or in part. In the event that the necessary conditions for the participation of a member – company of the Contractor cease to be met, the remaining member may continue to provide all the security services under the Contract and under the same pricing conditions, as well as qualitative and quantitative services, after negotiation with ThPA SA and acceptance of the additional terms and conditions based on it during the procedure provided for in the Call for the resolution of any disputes and provided that the police authorization issued by the Port Authority is not lifted.

7.2 Service provision execution

The staff must be capable of dealing with emergencies within the limits of Greek law and international conventions, always respecting human dignity.

Staff must also have the ability to communicate orally and manage crowded gatherings. At the same time, staff should be familiar with steady position tactics.

Staff should have ethics and excellent conduct, to understand the guarding mission and the basic concepts of public relations. Knowledge of fire safety, firefighting, first aid and computers is desirable.

1. The duties of the security - guarding staff are (indicatively):
 - ✓ The guarding of Port facilities.
 - ✓ The control of the incoming persons and vehicles in the port, according to the provided entry and parking licenses.
 - ✓ Recording of entrants and their vehicles in the Gate Book (according to the instructions of ThPA SA).
 - ✓ Regulation of the movement of vehicles entering the port areas and provision of information / instructions on the parking spaces provided, allowed areas for visiting, finding services of ThPA SA and services hosted in it.
 - ✓ The regulation of vehicle traffic and parking in port areas. The application of all appropriate measures to remove illegally parked vehicles near the gate, which impede/obstruct smooth traffic flow.
 - ✓ The supervision of good and smooth operation of the controlled vehicle approach system (bars).
 - ✓ Making sure that no photos of the port areas are taken without the written permission of ThPA SA and immediately informing the relevant Security Department of ThPA SA.
 - ✓ Ensuring that people are prohibited from entering the port area for recreational fishing.
 - ✓ The implementation of preventive action to prevent the vandalism of ThPA buildings - installations - tree-lined areas etc. due to theft, vandalism and other unlawful acts.

- ✓ Ensuring the guarding, control or demonstration to third parties (whenever the latter is required) of external or internal premises of ThPA SA (offices, warehouses, outdoor spaces, etc.).
2. Guarding-security staff will keep a book, in which both the outgoing and the guard taking-over will sign during the change of shift, as well as note the exact time of the change of shift. The change of shift will also be announced by telephone to the relevant Department of Security - Emergency Policy Design of ThPA SA.
 3. The Contractor and his/her staff will keep confidential all information (documents, data, information, etc.) about ThPA SA or its activities during the contract's period of validity or after it expires. Therefore, it is expressly forbidden to provide information to anyone about the place of security or any other information. Otherwise, ThPA SA is entitled to claim compensation.
 4. The staff will keep an "Incident Book", where he will be required to immediately record any incident.

8. OBLIGATIONS OF ThPA SA & MONITORING OF CONTRACT EXECUTION

8.1 Obligations of ThPA SA

ThPA SA has provided to the access points of the Port Facility and to the points of persons-baggage security control with the appropriate equipment.

More specifically:

Person-luggage checkpoints at the Passenger Terminal shall have:

- ❖ metal object magnetic detectors (Arch Metal Detectors), x-ray devices for the detection of explosives and dangerous objects (X-Rays with possible "T.I.P." system operation).
- ❖ The points of baggage security control have X-ray devices to detect explosives and dangerous materials (X-rays with a possible operation of the "T.I.P." system) or an automated E.D.S. system

The access points in the port facility are equipped with:

- ❖ CCTV cameras;
- ❖ vehicle search mirrors;
- ❖ portable metal detectors.

The operational function and availability of the above equipment is under the responsibility of ThPA SA

The maintenance, calibration and repair of the above equipment is the sole responsibility of ThPA SA. It may transfer it through another contract to the Contractor.

Provided that the contractor uses the same equipment (telecommunication equipment - X-RAYS - METAL DET detection devices, etc.), he/she submits a relevant equipment table, which at the time of the Contract is considered as the security equipment of ThPA SA

Its business operation, classification and availability is controlled by ThPA SA (Port Facility Security Officer).

In order for the Contractor to effectively fulfill its contractual obligations, ThPA SA will procure and install the necessary security equipment and logistics.

8.2 Monitoring the Implementation of the Contract

The current problems that emerge during the performance of the services provided and during the term of the Contract, are resolved with the agreement of the Contractor's representative (Deputy PFSO) and the PFSO of ThPA SA acting as its representative and coordinator of all matters relating to the Port Facility security.

The security staff provided by the contractor falls directly under the Port Facility Security Officer of ThPA SA who is responsible:

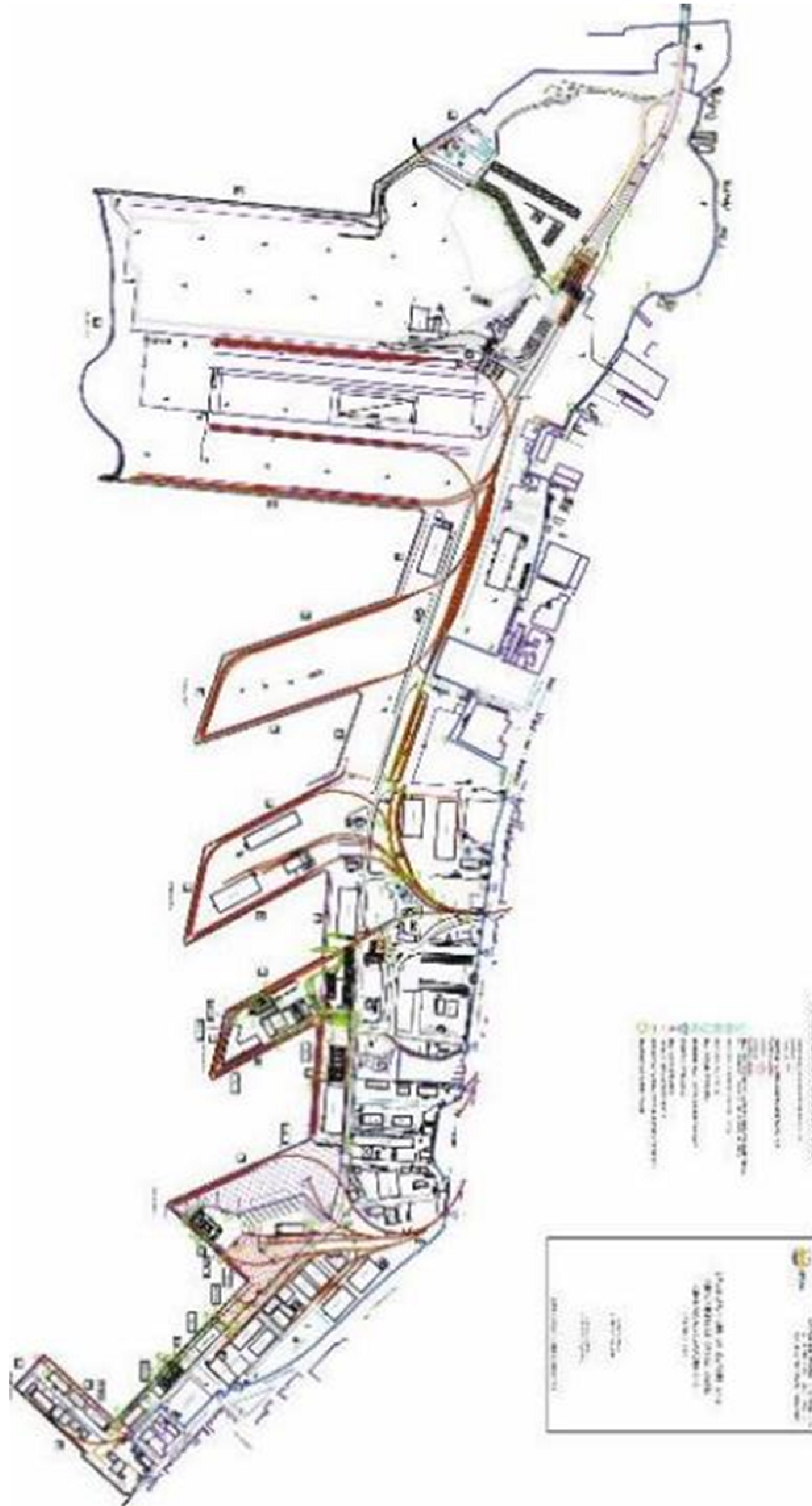
- For the full compliance with the conditions of the contract of the port facility and the security company, with regard to security issues.
- For the supervision of the security services offered by the company's staff.
- For the appearance and behavior of security staff at the port facility.
- For the use by the security staff of the special uniforms.
- For the security staff's knowledge and compliance with the Port Regulations, police - customs provisions and security instructions, which define the procedures and the way of behaviour within the port and the port facilities.
- For the training of security staff and its certification in handling security equipment, possibly required by the legislation currently in force.

The Procurement Division is responsible for monitoring issues of a more general nature that do not fall under the obligations of the PFSO and may arise during the term of the contract.

Issues of particular seriousness arising during the duration of the Contract will be resolved between the Contractor's representative and the Administration of ThPA SA

9. ANNEXES

9.1 ANNEX A - PORT FACILITY PLAN



9.2 ANNEX B - FINANCIAL BID MODEL

S/N	Guarding area - point	Annual working hours (1)	Hourly cost (2)	Timetable increase coefficient (3)	annual total cost (1*2*3)
1	C.T. - Reception A'	2.432 h		1,140	€ 0.00
2	C.T. - Reception B'	2.016 h			€ 0.00
3	C.T. - Entry A'	4.864 h			€ 0.00
4	C.T. - Entry B'	4.032 h			€ 0.00
5	C.T. - Empties Entry	4.448 h			€ 0.00
6	C.T. - Internal gate - Night	2.920 h			€ 0.00
7	C.T. - South Gate	8.760 h			€ 0.00
8	C.T. - Bearer gate	4.032 h			€ 0.00
9	DOCK 10-11/CEMENT FACTORY	4.200 h			€ 0.00
10	FG10 private car Flow ENTRY	8.760 h			€ 0.00
11	FG10 Private car flow EXIT	8.760 h			€ 0.00
12	FG10 Truck Flow	2.016 h			€ 0.00
13	MG24-Buffer Parking	4.448 h			€ 0.00
14	MG24-KIBO TAS.CT	4.448 h			€ 0.00
15	MG24-A' Outpost	8.760 h			€ 0.00
16	MG24-B' Outpost	4.448 h			€ 0.00
17	MG24-Γ' Outpost	2.016 h			€ 0.00
18	MG24-EXIT-Flow A'	5.840 h			€ 0.00
19	MG24-EXIT-Flow B'	4.032 h			€ 0.00
20	MG24- Empties Flow A'	5.840 h			€ 0.00
21	MG24- Empties Flow B'	4.448 h			€ 0.00
22	MG24- Pedestrians flow	4.448 h			€ 0.00
23	MG24 - Exit Outpost	4.936 h			€ 0.00
24	MG24- Exit Outpost - Security Control	4.936 h			€ 0.00
25	PG17 Pedestrians	8.760 h			€ 0.00
26	Pre-Port Parking	4.448 h			€ 0.00
27	Reception Administration Head Offices	2.016 h			€ 0.00
28	Reception Technical Service Building	4.032 h			€ 0.00
29	Ro-Pax/Truck Parking	1.216 h			€ 0.00
30	Ro-Pax/Sniffer	1.216 h			€ 0.00
31	Ro-Pax/Warehouse 18	2.432 h			€ 0.00
32	Ro-Pax/ Warehouse 21-D12 Exit-Entry Surveillance	1.216 h			€ 0.00
33	Ro-Pax/Supervisor of Ship - 2 Terminals (18 & 21)	1.216 h			€ 0.00
34	Ro-Pax/Catapult	1.216 h			€ 0.00
35	Ro-Pax/ Central Outpost of the Area	1.216 h			€ 0.00
36	Ro-Pax/Private car inflow	1.216 h			€ 0.00
37	Ro-Pax/Truck inflow	1.216 h			€ 0.00
38	Ro-Pax/Ray Embarkation Flow/Warehouse 18	3.648 h			€ 0.00
39	Pier A - Pedestrian Patrol	8.760 h			€ 0.00
40	On-board Security Patrol	11.680 h			€ 0.00
41	KEALE - Port Facility Security Control Center	26.280 h			€ 0.00
42	CRUISE - Daily	2.352 h			€ 0.00
43	CRUISE - Weekday overtime	294 h			€ 0.00
44	CRUISE - Weekday overtime	882 h			€ 0.00
45	CRUISES - Sunday	2.072 h			€ 0.00
46	CRUISES - Sunday - Overtime	259 h			€ 0.00
47	CRUISES - Sunday - Overtime	777 h			€ 0.00
48	Explosive and Narcotics Detection Equipment	2.136 h			€ 0.00
49	Gate 11	8.760 h			€ 0.00
50	Warehouse 1 Gate - Thessaloniki Festival	8.760 h			€ 0.00
51	Passenger Terminal Gate - Port Main Gate	8.760 h			€ 0.00
52	Repair shop Gate	8.760 h			€ 0.00
	(A) Total Employment Cost	241.436 h			€ 0.00

S/N	Administrative Cost - Consumables	Measurement Unit	Quantity	Price per unit	Total
1	Deputy Port Facility Security Officer - Deputy Port Safety Officer	Gross Annual Cost	1		
2	Port Area D' Officer	Gross Annual Cost	1		
3	CHIEF WARDENS SA	Gross Annual Cost	5		
4	Training - Participation of the project team in Drills and Exercises	Hours			
5	Petrol vehicles 4x2 fully equipped with patrol terminals, communication device, fire extinguishers, road marking equipment, first aid kit (40,000 km per year)	Pcs	3		
6	Fuels (km/year)	km	120.000		
7	Sniffer Supply Cost	Pcs	1		
8	Sniffer Maintenance & Consumables	Annual set	1		
9	Uniforms & Equipment (Winter and summer uniform, individual bullet proof vest, PPE)	Set			
10	Mobile telephone lines	Annual Connections	8		
11	Insurance coverage of illegal actions under Article 4, par. 1.a of the MD 4434.1/02/08 (GG B'1877/12-09-2008)	Pcs	1		
12	Insurance coverage of civil liability under Article 4, par. 1.b) of MD 4434.1/02/08 (GG B'1877/12-09-2008)	Pcs	1		
13	The fees to the relevant Port Authority of article 6, par. (c) & (d) of MD 4434.1/02/08 (GG B'1877/12-09-2008)	Pcs			
14	Cost (letters of guarantee)	Pcs			
15	Contribution for Children's Camps of Article 89 of Law 3996/2011	Pcs			
16					
17					
18					
19	Contractor profit	%			
	(B) Total Administrative Cost, Consumables & Contractor's profit				
	(C) Annual price offered before VAT				