



CALL FOR OPEN TENDER (TED 092/2023)

FOR THE PROVISION OF CLEANING SERVICES FOR OUTDOOR AND INDOOR PREMISES OF ThPA S.A.

OPEN TENDER	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A. Main Activity: Port services Address: Within the Port of Thessaloniki P.C. 54012 Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website address: http://www.thpa.gr
Closing date for Submission of Bids	28/03/2023 at 16:00
Closing date for Submission of Requests for Clarifications	23/03/2023
Award criterion	Most economically advantageous bid based on the best price-quality ratio
Contract Term	Two (2) years with the possibility to extend for one additional year
Contacts for Clarifications	Ilias Samaras Email: isamaras@thpa.gr Tel: +30 2310 593 206 With a copy to: Georgios Papageorgiou E-mail: gpapageorgiou@thpa.gr Tel: +30 2310593305

PART A: GENERAL & SPECIFIC TERMS

ARTICLE 1 - Description of the Physical & Financial Object of the Contract

1.1 Physical Object

The object of this tender is the provision of cleaning services for indoor and outdoor premises of Thessaloniki Port, as listed on the attached Table of Service Provision Premises and shown on attached topographic diagram.

It must be clarified that alternative bids and bids concerning part of the requested services shall not be accepted.

1.2 Option right

1.2 Option right

ThPA S.A. retains the option right in a percentage that can reach up to 50% of the contractual price annually.

The option right covers:

- a) any necessary provision of services on holidays and rest days, provision of services outside normal working hours, provision of services at night
- b) the additional cost resulting from the employment of one or more employees with increased experience at specific positions.
- c) any additional staff required to meet additional needs.

To exercise the option right, ThPA shall notify the Contractor before taking up the service.

Note that exercising the option right is not subject to any administrative & operating cost.

1.3. Term

The term of the contract is set at two (2) years from the date of its signing, with the possibility of unilateral extension by ThPA S.A. upon prior notification of two (2) months for one (1) additional year.

1.4. Award Criterion

The contract will be awarded according to the criterion of the most economically advantageous offer, based on best value for money, provided that the requirements of this Call are satisfied.

ARTICLE 2 - Participation right - Qualitative Selection Criteria

2.1 Eligible participants

2.1.1 Participation in the procedure for the award of this contract shall be open to natural or legal persons and, in the case of associations of economic operators, their members with premises in a Member State of the European Union, carrying on a professional activity related to the object of the services to be provided herein.

2.1.2 Participants shall:

- Not be in a state of bankruptcy, liquidation or compulsory receivership.
- 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 S.A.s and the natural persons performing management duties in other cases for:
 - a) Participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action No. 98/733/JHA
 - b) Bribery, as defined in Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of Council Joint Action 98/742/JHA

- c) Fraud as defined in Article 1 of the Convention on the protection of the financial interests of the European Communities
 - d) Money laundering, as defined in Article 1 of Council Directive No. 91/308/EEC, on the prevention of the use of the financial system for the purpose of money laundering
 - e) child labour and other forms of human trafficking, as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the Council of April 5th, 2011, to prevent and combat human trafficking and to protect its victims, as well as for the replacement of the Council's framework decision 2002/629/ΔEY (EE L 101 of 15.4.2011, p. 1) and the crimes of article 323A of the Criminal Code (trafficking in human beings).
 - f) Embezzlement (article 375 of the Criminal Code)
 - g) Fraud (article 386-388 of the Criminal Code)
 - h) Extortion (article 385 of the Criminal Code)
 - i) Forgery (article 216-218 of the Criminal Code)
 - j) Perjury (article 224 of the Criminal Code)
 - k) Bribery (article 235-237 of the Criminal Code)
 - l) Fraudulent bankruptcy (article 398 of the Criminal Code)
- To be tax and social-aware.

2.1.3 Associations of economic operators, including 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.

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

2.2 Financial Standing

With regard to the financial and economic standing and for the purpose of signing this contract, the economic operators shall have:

- Specific annual turnover of the service for which an offer is submitted, for each of the years 2019, 2020, 2021 of at least **three million euros (€3,000,000)**
- Insurance policy "General Liability" with a total limit of **three million euros (€3,000,000)**. In addition, accidental pollution coverage is required with a total limit of **three million euros (€3,000,000)**. It is noted that at the signing of the contract, the provision of an insurance policy with the above coverages is required, in which ThPA S.A. will be referred to as "co-insured".

2.3 Technical & Professional Capacity

With regard to technical and professional capacity for this procurement procedure, economic operators are required to have at least three years (3) of experience in the field of cleaning services in similar facilities, indicatively in ports, airports, large industrial facilities, areas with high traffic, hospitals, etc. In particular, the economic operators should have executed at least one annual contract for each of the last three (3) years (2020, 2021, 2022), worth equal to the annual budget hereof, ie the amount of nine hundred and fifty thousand euros (€950,000.00) excluding VAT. The annual duration may result from a contract or from consecutive extensions – awards.

Economic operators are required to have in the last three (3) years (2020, 2021, 2022) at least 100 full-time employees for each year.

Economic operators are required to have the mechanical equipment and cleaning materials in accordance with the detailed provisions of Part B'.

2.4 Quality Assurance & Environmental Management Standards

For the purposes of this procurement procedure, the economic operators must have:

- a) Quality management system certification according to **ISO 9001:2015** (or equivalent), for the provision of cleaning services in premises,
- b) Environmental management system certification according to **ISO 14001:2004** (or equivalent), for the provision of cleaning services in premises, and
- c) Health & Safety certificate **ELOT 1801 / OHSAS 18001:2007 / ISO 45001:2018** (or equivalent), for the provision of cleaning services, with built-in instructions and procedures for containing the spread of Covid-19 infection (evidenced by the submission of a relevant certificate),

All certificates must have been issued by a body accredited in Greece, must relate to the scope of the tender and must have been issued before the date the Call was published.

In the case of business partnerships, joint ventures or consortia, it is sufficient that only one member meets the criteria set out in paragraph 2.2, 2.3, 2.4

ARTICLE 3 – Proof of Fulfilment of the Participation Criteria

As evidence that the participants meet the relevant selection criteria of article 2 - *Participation right - Qualitative Selection Criteria*, they shall submit, with their bid, the following participation documents:

a) To prove the right of participation referred to in paragraph 2.1:

- 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).
- A solemn statement according to which the economic operator and its authorized representatives do not fall under any of the grounds for exclusion set out in paragraph 2.1.2, and that there is no reason to believe that there will be such grounds for exclusion during the validity period of the bid and any extension to it.
- Solemn statement of Law 1599/86, by which the participant declares that he became aware of the Concession Agreement between the Greek State and ThPA S.A. (Law 4522 GG 39 A' /07.03.2018).

After the award of the project and before signing the contract, the selected economic operator shall furnish the necessary certificates and other supporting documents (criminal record copy, tax and insurance clearance certificate, GEMI certificate etc.).

b) To prove their economic and financial standing referred to in paragraph 2.2., economic operators shall submit:

- Balance sheets of the last three (3) years (2019, 2020, 2021). If the economic operator, for reasonable reason, is not able to furnish the above mentioned documents, he may prove his economic and financial standing by means of any other appropriate document. In addition, a solemn statement must be submitted, stating the specific turnover.
- Letter or statement from an Insurance Company in which it is stated that it undertakes to provide on behalf of the particular tenderer, the insurance coverage of the project in question in accordance with the declaration, which are at least within the limits provided for herein. In addition, it will be stated that OLTH SA will be listed as an additional insured, for the extent of the Contractor's liability under the contract to be signed, in all the above-mentioned insurance coverages that will be concluded by him, during and in the context of

this personnel of OLTH SA will be considered a third party in terms of the insurance contract.

- Insurance policy that includes at least General Liability and Accidental Pollution Insurance and at least within the limits provided herein.

c) To prove the technical capacity referred to in paragraph 2.3

- A table of relevant projects completed over the last three (3) years: (project title, brief project description, contracting authority, budget, implementation timetable). From the project table, the projects that meet the conditions of par. 2.3 of this Call will be marked.
- Annual establishment plans (2020, 2021, 2022) showing that the requirements hereof are met.
- List of proposed mechanical equipment and detailed list of chemical cleaners to be used by the prospective contractor. The forms with the technical characteristics of the above items (Technical Brochures of mechanical equipment, Material Safety Data Sheets msds) and the approvals – entries in the respective registers for any items required (General Chemical State Laboratory, National Chemicals Register, National Organization for Medicines, etc.) are not submitted with the offer of the tenderers. The tenderers undertake that these will be presented if and to the extent they are requested by THESSALONIKI PORT AUTHORITY S.A.

Only the evidence proving the legal possession or lease of the mechanical equipment referred to in Article 2 – Methodology for the performance of cleaning operations (Machinery Licenses, Certificates of Suitability, etc.) in Part B is submitted with the offer of the economic operators.

d) To demonstrate their compliance with quality assurance standards and environmental management standards of paragraph 2.4, they shall provide:

- Quality management system certification according to ISO 9001:2008 (or equivalent), for the provision of cleaning services in premises,
- Environmental management system certification, according to ISO 14001:2004 (or equivalent), for the provision of cleaning services in premises, and
- Health & Safety certificate **ELOT 1801 / OHSAS 18001:2007 / ISO 45001:2018** (or equivalent), for the provision of cleaning services for premises, with built-in instructions and procedures for containing the spread of Covid-19 infection (evidenced by the submission of a relevant certificate),

All certificates must have been issued by a body accredited in Greece, must relate to the scope of the tender and must have been issued before the date the Call was published.

e) To prove the legal representation, in cases where the economic operator is a legal person and is compulsorily or voluntarily registered, in accordance with the applicable legislation, and declares its representation and its changes to a competent authority (eg GEMI), a relevant certificate of valid representation, which must be issued up to thirty (30) working days before its submission, unless it has a specific validity period.

In particular, for domestic economic operators, the following shall be presented:

i) To prove the legal representation, in cases where the economic operator is a legal person and is required, in accordance with the applicable legislation, to declare its representation and its changes to a competent authority (eg GEMI), it shall submit a relevant certificate of valid representation, which must be issued up to thirty (30) working days before its submission.

ii) To prove the legal establishment and the changes of the legal entity, a general certificate of changes of GEMI, provided that it has been issued up to three (3) months before its submission.

In other cases, the legal documents of establishment and legal representation (such as statutes, certificates of changes, respective Government Gazettes, decisions to establish administrative bodies into a body, etc., depending on the legal form of the economic operator), accompanied by a solemn statement of the legal representative that they remain valid at the time of their submission.

f) Associations of economic operators submitting a joint offer shall submit the supporting documents referred to in paragraph 8.1 for each economic operator participating in the association. For the remaining categories b to d, they shall be submitted by the Member(s) meeting the requirements of Articles 2.2, 2.3, 2.4.

g) Where an economic operator wishes to rely on the capacities of other entities, it shall provide a written commitment of those bodies to prove that it has at its disposal the resources required to that effect.

NOTE:

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

ARTICLE 4 - Tender submission modalities & time

Bids shall be submitted by the economic operators during business days and hours no later than 28/03/2023 and 16:00 (GMT +2), not subject to any term, condition, proviso or reservation.

Address for the submission of bids:

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

After the expiry of the closing date and time, it will not be possible to submit bids. Bids submitted late shall be returned.

ARTICLE 5 – Extension, amendment, addition or cancellation of the Tender procedure

ThPA S.A. reserves the right to extend the time for submission of tenders or to cancel the award procedure, or to decide to repeat it at any stage, without liability, cost or penalty, following a decision of its competent body. THPA S.A. also reserves the right, in a transparent manner, to amend the conditions of the procedure. Participants take part in the tender process at their own risk and are not entitled to any compensation for costs related to their participation in the tender process and the preparation and submission of their offer.

ARTICLE 6 – Clarifications on the Call of Tender

Requests for additional information - clarifications are submitted electronically to the Procurement and Investments Division of ThPA S.A. at the following e-mail address: isamaras@thpa.gr, with a copy to gpapageorgiou@thpa.gr no later than five (5) working days before the closing date for submitting bids. Clarification requests submitted in other forms shall not be considered.

The clarifications are posted electronically on the website of ThPA S.A. www.thpa.gr.

ARTICLE 7 - Bid preparation - content

The bid dossier shall include the following:

- (a) one (sub) dossier marked “Participation Documents - Technical Offer”
- (b) one (sub) dossier marked “Financial Offer”
- (c) an electronic storage device (usb) with the content of the two above sub-dossiers in electronic form. Every dossier will include the respective storage device.

In the event that there are inadvertent discrepancies between the document and the electronically submitted material, OLTH SA reserves the right to request the completion of said documents.

For the rest, alternative offers, counteroffers or amended offers or any proposals that may be classified as counteroffers will not be considered and will be rejected by the competent body of ThPA S.A., following the opinion of the Tender Committee.

ARTICLE 8 – Offer Validity Period

Offers submitted shall be valid for one hundred twenty (120) days from the closing date for the submission of offers. Offers that are valid for a shorter period will be rejected as unacceptable.

The validity of the bid may be extended, if requested by ThPA S.A., prior to its expiry, for a maximum period of time equal to the initial tender validity period specified in the Call. Any extension of the validity of the offer is accompanied by an extension of the duration of the respective participation letter of guarantee.

ARTICLE 9 – Contents of (sub)dossier “Participation Documents - Technical Offer”

9. 1– Participation documents

The economic operators submit participation data and supporting documents, which include:

- A solemn statement whereby Candidates declare they accept unreservedly the terms of the Call, and that they have been apprised of the special requirements and specificities of the project scope and will provide the minimum mechanical equipment according to Article 2 of Part B hereof.
- Guarantee Letter of participation in the tender, lasting ≥ 120 calendar days calculated from the closing date of the tender submission, amounting to thirty-eight thousand euros (€38,000.00) which corresponds to 2% of the estimated contract value, excluding VAT, in the first demand, from a reputable and recognized credit institution or fund that operates legally in Greece or in any country of the European Economic Area.

Offers without the appropriate 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 prescribed performance guarantee. The participation guarantee of the other Participants is returned after the date of the final award or cancellation of the competition.

In the case of Joint Ventures, Associations or Partnerships, the Participation Bond shall cover the obligations of all members of the Association or separate participation bonds shall be submitted by every member depending on its participation rate, which will add up to the above required amount. The participation guarantee will be forfeited in favour of ThPA S.A. if the selected Contractor refuses, explicitly or tacitly, to sign the corresponding minute or contract, within the specified deadline. Instead of a letter of guarantee, the corresponding amount of money may be deposited in a Bank account held by ThPA S.A. to Piraeus Bank, as a guarantee, before the submission of the tender dossier which must contain (in the sub-dossier of participation documents) the relevant deposit slip.

The Guarantee Letter of Participation is forfeited in favour of ThPA S.A. in case that:

- the participant, after submitting it, withdraws his Offer,

- the selected Contractor does not present his supporting documents or refuses, expressly or implicitly, to come to sign the relevant contract within the deadline set for him.
- the participant does not extend the validity of his Offer, while this has been requested by ThPA S.A. as well as in case it extends the validity of its Offer but does not renew the validity of the Participation Guarantee Letter,
- ThPA S.A. finds that the participant has provided false data or information regarding the supporting documents for participation.
- The documents referred to in Article 3- Proof of Completion of the Participation Criteria and in accordance with the provisions thereof.
- The Information document attached to Annex E for the processing of personal data, according to Article 13 of GDPR 679/2016, signed by the legal representatives of the participating economic operator.

9. 2 - Technical Offer

The Technical offer of the economic operators shall meet all the requirements and specifications set by ThPA S.A. in Part B hereof, describing exactly how the specific requirements and specifications are met.

The technical offer will contain all the elements set by ThPA S.A. for evaluation – scoring of offers, according to the following table:

S/N	EVALUATION CRITERIA	WEIGHTING FACTOR
A.1	Administrative Team and Project Staff	40%
A.2	Way to organise the provision of services	30%
B.1	Contingency plan for cleaning services	20%
B.2	Procedures, instructions and respective planning for quality, environmental and safety and hygiene management	10%
TOTAL		100%

A1: The administrative team (project team) that will undertake the execution of the contract is proposed and reference is made to its abilities and particular experience, thus demonstrating the significant impact of the quality of the staff that will be employed in the contract on the performance and thus on the impact of the economic value of the offer. Such qualifications shall be assessed by the submission of curricula vitae and diplomas of the management team. In addition, a nominal list of the staff to be employed in the project is submitted, in accordance with Article 5 – Contractor Personnel in Part B'. In particular, the nominal list includes the supervisor, the foreman and the cleaners.

Operators are not included in the nominal list.

In addition, a solemn statement is submitted by the tenderers according to which they are committed to employing, in case they are awarded the contract, the staff they propose and for which they will be evaluated (it concerns the project team and the cleaners they name).

A2: Description of the way services are organized, the methodology for the execution of the works as well as any action undertaken by the candidate contractor will prepare to comply with the requirements of ThPA S.A. It describes the actions that will be taken to achieve the best result, additional services that will upgrade the cleanliness as well as any other action deemed necessary. In addition, it is proposed how to supervise and how to control the performance of employees and the procedures followed by the company for the successful execution of the contract.

B1: The scoring of this criterion will take into account the contingency plan submitted by the tenderers and will include a specific work programme (staff and hours) and a description of its implementation for the immediate response. The emergency is defined as the emergency that the contractor will have to deal with beyond the basic daily program, ie snowfall, epidemic or pandemic situations or in general the implementation of universal public health measures by EODY, rehabilitation/remediation of premises after an unforeseen damage to the hydraulic facilities of ThPA S.A. The more complete plan gets a higher score.

B2: It concerns procedures, instructions and manuals related to the management of quality, environment and safety and hygiene in the workplace. All the above should be fully adapted to the project under assignment. General manuals, procedures and instructions are not taken into account and are not evaluated. Positive evaluation will be made not only the above but also procedures, instructions and manuals, which are relevant to the subject of the tender.

Scoring and ranking of offers

The scoring of each evaluation criterion ranges from 100 points if all the requirements of the technical specifications are met and may go up to 120 points if the requirements of that specific criterion are exceeded. Every evaluation criterion is scored separately based on the data of the offer.

The total final score of the technical offer is calculated based on the following formula:

TBOΠ = 40% X A1 + 30% X A2 + 20% X B1 + 10% X B2 Criteria with a score of less than 100 points (i.e. that does not cover/deviates from the technical specifications hereof) results in the rejection of the offer.

The award criterion of the Contract is that techno-economic offer that presents the largest TBA result, which results from the following formula:

$$FES = 0,70 \times \frac{\Sigma BTA}{\Sigma BTA_{max}} + 0,30 \times \frac{O\Pi_{min}}{O\Pi}$$

Where:

(FAS) = Final Assessment Score

(TAOS) = Technical Assessment Overall Score of each offer submitted

(TAOS max) = Maximum Technical Assessment Overall Score obtained by the offer of a candidate contractor

(FOmin) = Financial Offer with the lowest price (excluding VAT)

FO = Financial offer of each candidate contractor

Up to two decimal places shall be used for all calculations.

The candidate contractor with the highest TBA benchmarking result shall be designated as the project contractor.

In the case of a tie of TBA results, the temporary contractor is defined as the one whose bid has accumulated the highest Overall Technical Assessment Score (TAS max).

ARTICLE 10 – Contents of the (sub)dossier “Financial Offer”

The (sub)dossier “Financial Offer” includes the following documents:

I) A Financial Offer, which concerns the implementation of all the services of this Call, is drawn up in accordance with Annex C – Model Financial Offer, and states:

- a) The number of employees who will be employed in the project.
- b) The working days and hours.
- c) The collective labour agreement governing the employment relation of workers.

- d) The amount of the budgeted amount relating to the legal remuneration of these employees of all kinds (monthly cost/employee, total monthly cost, overall annual cost).
- e) The amount of the social security contributions based on the budgeted amounts.
- f) The square meters to be cleaned by each person.
- g) The administrative cost of service provision
- h) The cost of equipment and means
- i) Cost of consumables – materials
- j) The contractor benefit

The costs referred to in points (g), (h), (i) and (j) above shall remain fixed for the duration of the contract.

Employment beyond the legal working hours will not be calculated at the time of submission of the financial offer, but will be borne by ThPA S.A. on a case-by-case basis, whenever required at its absolute discretion, based on the financial offer of the contractor and with the exercise of the right of option. The supervisor, the foreman and the operators shall not work on holidays. Should they need to work, their employment will be calculated based on the contractor's financial tender. The financial tender shall include the final manhour cost for the following cases: Monday - Saturday (morning-evening), Monday-Saturday (night), Sunday-Holiday (morning-evening) and Sunday-Holiday (night).

The Financial Bid shall state its validity period, according to article 8 of this Call and shall be signed by the lawfully authorized representative of the participating company.

The following offers shall be rejected as unacceptable when:

- a) no price is given in EURO or a EURO denomination ratio is established; and
- b) the offered price cannot be clearly indicated.

The administrative cost cannot account for less than 5% of the total price, the equipment cost cannot account for less than 6% and the materials cannot account for less than 3% of the total price. The contractor benefit that accounts for 3% of the total price is considered reasonable. Any tender that fails to comply with the above will be rejected.

ThPA S.A. has calculated and defined as a minimum labor cost the amount of **65,434.88€** per month. Of this amount, €52,541.98 concern all kinds of legal remuneration of employees and €12,892.90 concern all kinds of insurance contributions, including the contribution in favor of Employer Contribution for Special Account. Any offer with a labor cost lower than the above will be rejected as unacceptable.

II) A copy of the collective labour agreement to which the employees are subject.

ARTICLE 11 - Language

The official language of this procedure is Greek and the tenders and all information included therein shall be in Greek or be accompanied by a translation into Greek. Technical brochures or certificates with special or not content shall be submitted in English without an accompanying translation. ThPA S.A. may at any time request the participants to submit translations of the aforementioned booklets into Greek, within a reasonable time.

ARTICLE 12 - Offer Evaluation

The opening of the offers will be made without the presence of the participants.

During the evaluation, ThPA S.A. may address requests for clarification to the participating economic operators, who shall provide such clarifications within the specified deadlines, as the case may be.

Tenderers are informed about the result of the evaluation, after the issuance of a relevant decision of the competent body of ThPA S.A.

ARTICLE 13 – Contract – Amendments – Unilateral Termination

After the notification of the tender result, a contract is signed between ThPA S.A. and the selected company. For the signing of the contract, the Contractor shall submit a Performance Bond.

The contract can only be amended during its duration, without requiring a new contract conclusion procedure, only after mutual agreement of the contracting parties, in accordance with the provisions of the Procurement Regulation of THA SA.

ARTICLE 14 – Contract Execution Terms

During the Contract performance, the Contractor fulfils his obligations in the areas of environmental, social security and labour law, established by the EU & national legislation, the collective bargaining agreements or any international provisions of environmental, social security and labour law.

ARTICLE 15 - Performance Guarantee

For the signing of the contract, the Contractor is required to submit a Performance Guarantee, the amount of which is set at a rate of up to four percent (4%) of the value of the contract, excluding VAT and it is submitted before or at the signing of the contract.

The Performance Guarantee is forfeited in the case where the terms of the contract are violated, as specifically defined.

The Performance Guarantee covers in full and without distinctions the implementation of all contractual terms and any claim of ThPA S.A. against the Contractor.

The participation Letter of Guarantee is returned upon the presentation of the Good Operation Guarantee.

ARTICLE 16 - Contract Monitoring

The responsibility for monitoring the contract and overseeing the services provided by the Contractor lies with the competent divisions of ThPA S.A.

ARTICLE 17 – Subcontracting – Assignment

The economic operators shall state the subcontractors they propose, specifying the part of the project they will execute and the percentage of the total project it accounts for. The Contractor is in no way released from his obligations during the execution of any part by the subcontractor.

ThPA S.A. may request the replacement of any subcontractor if it considers that he does not meet the requirements of this contract's scope, and the contractor is obliged to replace the subcontractor within 15 days, making sure that any failure caused due to the fault of the subcontractor or the contractor is restored.

The contractor may change subcontractor following prior writtent consent of ThPA S.A. to which it is obliged to declare the details of the new subcontractor, the part of the contract they will carry out and the corresponding percentage. The Contractor is in no way released from his obligations during the execution of any part by the subcontractor.

The Contractor does not have the right to assign all or part of its rights and claims arising from this Contract or to proceed in any way to the transfer, pledge or expropriation thereof. The only exception is the assignment of the contractual price (right of the economic operator) to a recognized banking institution, with an approval of the Contracting Authority being necessary.

ARTICLE 18 – Price Adjustment

The offered prices may only be adjusted in the case when there is a later change in the labour cost by law, collective agreement, arbitration award, ministerial decision or other similar regulation or by agreement of the parties or, similarly, by reduction of the social security employee and employer contributions or other encumbrances on the salaries of these employees, which will be used by the Contractor to fulfil its obligations and will prompt a corresponding change in the Contractor Fee. It is clarified that the data in columns 3, 4, 5 and 6 of the table of the model of the financial offer on page 28 of the Tender Call will remain stable throughout the term of the contract.

ARTICLE 19 – Funding - Payment Method

The supply shall be financed by the approved regular budget of ThPA S.A.

The Contractor will be paid monthly against invoice. Invoices will be paid within 60 days from the date of issue, subject to the full and adequate performance of the cleaning services and the full and timely fulfilment of employer's obligations towards the employees which shall be presumed if no written complaint is lodged.

Proof of payment for the contractor are the monthly certificates for the faithful observance of the terms of the contract, which are drawn up by the competent organizational units of ThPA S.A. and are submitted to the Accounting Department of the Finance Department.

For the payment of the monthly price, the contractor must submit to ThPA S.A. (Accounting Department):

- a) A Service Provision Invoice, accompanied by a detailed list of the employees' working hours, per job position,
- b) 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.

The amounts of fines that will be imposed on the Contractor due to a criminal clause or other reason, will be deducted from his next payment account.

The final clearance will take place after the expiry of the contract, subject to the offset of any pending claims of ThPA S.A. against the contractor (such as non-payment of employees pay, which had been paid to the contractor by ThPA S.A.).

ARTICLE 20 – Contract Execution – Penalty Payments – Contractor Forfeiture

20.1 Contract Execution

In the event that the Service finds that the cleaning of the Port in certain areas is not done properly or is delayed, it may by its own means proceed to the cleaning of these outdoor and covered areas and withhold the expenditure for the above work from the contractor's compensation, without any objection on his part. In addition, the financial penalties referred to in paragraph 20.2 below shall be imposed.

20.2. Penalty Payments

- A fine may be imposed up to the amount corresponding to **0,5%** of the contractual value, which in any case cannot be less than the amount of **one thousand euros (€1,000.00)** after a reasoned report and proposal which will be submitted by the competent body of THA S.A., when the Contractor does not follow through and properly perform the cleaning work, or does not apply any condition of the contract.
- In case of non-compliance of the contractor with the instructions that led to the above penalty, as well as in cases of recurring breaches referring to the cleanliness of the premises of ThPA S.A. a penalty of up to **three thousand euros (€ 3,000.00), or 1%** of the contractual value, may be imposed. If it is deemed necessary to impose a higher financial penalty, the ThPA S.A. competent body has the right to impose a higher financial penalty or declare the contractor

forfeit and collect the amount of the performance guarantee in favour of ThPA S.A. without any other procedure maintaining an explicit reservation for any other damage of ThPA S.A.

- The penalty is collected by an equivalent deduction from the next monthly payment of the contractor and, in case the amount is not sufficient, by an equivalent forfeiture of the performance guarantee. In the case when the Contractor is a Joint Venture, the penalty is imposed proportionally on all of its members.
- If the Contractor ceases the provision of services inappropriately and without the consent of ThPA S.A., before the contract expires, he shall pay to ThPA S.A. a penalty of **one thousand euro (€ 1,000.00)** per day of service suspension and up to the expiry date of the contract or any extension hereof. In such case, ThPA S.A. 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 favour, without reducing the amount of the above daily penalty clause.

20.3 Forfeiture of Contractor

The Contractor, subject to events of Force Majeure, shall be declared in forfeit of the Contract and any right stemming from it if he fails to fulfil its contractual obligations or to comply with the written instructions of ThPA S.A., which are in line with the contract or the applicable provisions, or if it intentionally exceeds the deadline for the performance of the contract, taking into account any extensions.

Declaring the contractor as exempt entails:

- i. The forfeiture in favour of ThPA S.A. of the deposited performance guarantee.
- ii. The assignment of the provision of these services to the next participant in order of evaluation and the coverage of any damage arising for the Company at the expense of the exempted Contractor. Any negative difference in monthly compensation of the new Contractor remains for the benefit of ThPA S.A.
- iii. The temporary or permanent exclusion of the Contractor from those carried out by ThPA S.A. competitions.

ARTICLE 21 - Dispute Resolution - Applicable Law

This procurement is governed by the Greek and EU Legislation and any dispute that may arise between ThPA S.A. and the Contractor, regarding the execution, implementation of or, in general, the relationships created with this contract, shall be settled by the competent courts in Thessaloniki.

ARTICLE 22 - Other information

Interested parties can receive information regarding the areas and buildings of ThPA S.A. from the Procurement & Investments Division of ThPA S.A. (tel: 2310 593 206)

Interested parties are required to visit the premises and buildings of ThPA S.A. to become aware of the on-site conditions and specificities of the work provided. The competent staff of ThPA S.A. will provide any necessary information or assistance. After the autopsy at the premises of ThPA S.A. **an autopsy certificate will be issued**, which the tenderers will have to submit, on pain of exclusion, in the (sub)dossier "Participation Documents – Technical Offer".

The tenderers have the right to visit the premises of ThPA S.A. no later than five (5) working days before the closing date for the submission of bids.

Interested parties can collect information about the activity of ThPA S.A. from the company's website at www.thpa.gr.

PART B: TECHNICAL SPECIFICATIONS

ARTICLE 1 - Object

The object of this contract is the provision of cleaning services for ThPA S.A. indoor and outdoor premises, as they are described in the topographic diagram of Annex 1 and are listed on the attached Table of Service Provision Premises. The cleaning areas can be changed depending on the operational needs of ThPA S.A.

The scope of this tender also includes the cleaning and refuelling of the company's wheeled machinery & vehicles, the regular cleaning (every two months) of the crane and G/C outer glass panels and the cleaning of the drains, whenever deemed necessary by ThPA and, at least, on a monthly basis.

ARTICLE 2 - Methodology of cleaning services performance

The cleaning of facilities and equipment will be continuous and exclusive. The cleaning program and the organization of the workshops (by area, shifts, duties, etc.) will be precisely determined by the Contractor, in cooperation with the supervising body of ThPA S.A., according to the attached table of Cleaning Services Providers.

The persons under Article 5 will be employed daily. To meet extraordinary periodic needs, ThPA S.A. may request additional temporary staff and the Contractor is obliged to respond by having the appropriate staff no later than 48 hours from receipt of the relevant notification.

For the excellent and uninterrupted execution of provided services, own or leased mechanical equipment will be provided. The following equipment is the minimum required for the proper performance of the project.

- ✓ 1 garbage truck that will be provided by ThPA S.A.”.
- ✓ 3 sweepers with integrated road irrigation component, which will be provided by ThPA S.A.
- ✓ 1 loader that will be provided by ThPA S.A.
- ✓ 1 forklift that will be provided by ThPA S.A.
- ✓ 1 15lt dump truck that will be provided by ThPA S.A.
- ✓ 1 15tn tipper vehicle, which will be provided by the contractor
- ✓ 1 self-propelled shaft damper, which will be provided by the contractor
- ✓ 1 car, which will be provided by the contractor
- ✓ 1 pickup truck that will be provided by the contractor
- ✓ 1 self-propelled mower which will be provided by the Contractor
- ✓ 2 water tanks that will be provided by ThPA S.A.

ThPA S.A. will bear the cost of fuel, lubricants and maintenance of its mechanical equipment.

The machines and equipment used during cleaning must be in perfect condition both in terms of operation and appearance. The machines and vehicles shall have the necessary certificates of good standing (Technical Inspection Certification (KTEO), insurance policies, certificates of suitability etc.)

ARTICLE 3- Description of regular duties

- The care of buildings includes daily sweeping and mopping of offices and common areas, removal of waste, cleaning of furniture (offices, closets, etc.) and disinfection of sanitary areas (basins, washbasins, etc.) as well as weekly cleaning of offices (furniture, knobs, switches) with a special disinfectant solution and glass panes.
- Every day cleaning of Passenger Terminal
- The cleaning of the open-air areas, roads warehouses etc. will start at 6:30 a.m. and will continue in all working hours, depending on the arising needs, and in such a way that the Port is kept clean

throughout the day. Exceptionally, the cleaning of the main road of the Container Terminal will take place after 15:00. The Contractor shall ensure that the area inside the External Fence of the Port remains clean at a width of approximately 3.0m, to allow the movement of the vehicle of any Port Service

- The Contractor is responsible for cleaning the rails of all the ThPA S.A. Electric Cranes, the rails of the transtainers and the railway network (rails, direction changes etc.). Cleaning of the rails will begin at 8:00 am, both on weekdays and holidays.
- The contractor is responsible for cleaning the shafts and rolling channels of the power cables of the Electric Cranes (E/C) of platform No 24, as well as the rolling channels of the cables of the Container Cranes (C/C).
- For cleaning the surface of the platforms of carriages and other open-air spaces, rails of electric cranes and gantry cranes, and the rail network in the port area, the Contractor's operators shall use the mechanical means to be provided by ThPA S.A. or the Contractor.
- A dedicated crew-cleaning team will be set up for the continuous cleaning of the independent outdoor sanitary facilities. The independent outdoor sanitary facilities also include the sanitary facilities of the Dockworker's House, the workshops and other communal sanitary facilities and change rooms of the Building Materials and Electrical Engineering Divisions (Repair and Maintenance repair shops, Operators, Electrical Mechanical repair shops, Container Terminal, etc.). In particular, with regard to outdoor sanitary areas, disinfection will be carried out once a week or whenever necessary in order to ensure public health and the decent appearance of the area.
- Operation of the canteen from Monday to Friday and within the hours 07:00 – 15:00, in the main building of ThPA S.A. (included in the staff of par. 5.1., Part B)
- The maintenance of the green includes the care of the green area at the first pier and the church of Agios Nikolaos, in the areas behind the dockers' association and the Foremen, as well as the care of the tree fence within the free zone and the planning and development of new tree plantings and green islands throughout the port, in cooperation with the competent services of ThPA S.A.
- The urban waste collected daily after cleaning all areas, as well as those left on the Quays by the ships moored at the port, will be transported by a collection truck of ThPA S.A., under the responsibility and supervision of the contractor and will be disposed of in the area specified each time by the Local Authorities. The extraction of urban waste from the underlying area will take place during working hours and through a specific gate indicated by the competent body for monitoring and implementing the contract. These will be checked by the competent body of ThPA S.A. The competent body of ThPA S.A. may not allow the exit of waste from the port, if it considers that these are, on a case-by-case basis, useful for the Organization.
- The cleaning and supply of wheeled machinery & vehicles of ThPA S.A. will be daily and will include but shall not be limited to the following services:
 - Washing of vehicles & machinery with hot water high pressure cleaning system, in accordance with the standards of ThPA S.A. (safety & environmental rules) and cleaning of the operating cabin. A cleaner with working hours during the winter months from 07:00 to 15:00 and during the summer months from 06:00 to 14:00 (included in the staff of par. 5.1. Part B)
 - Fueling of vehicles & machinery
 - Recording of fuel consumption, associated consumables (detergents, etc.) and operating hours
 - Recording the possible problems it detects during the execution of its work
- The contractor will be obliged:
 - to clean warehouses 4 and 8 and the surrounding area of the warehouses
 - every ten days, to cut the grass and clean thoroughly (length and width) the Quays 3 – 9, as well as within the installed tent.

- clean the Quay 15 and the surrounding area, at the berthing point of RoRo/ RoPax point 3 times a week Monday – Wednesday – Friday
- to collect waste pallets and stowage timber from the loading and unloading areas and to collect these items at points indicated by the Environment, Health and Safety Unit. Other waste materials, cargo residues, abandoned loading materials, etc., will be transferred to the landfill if the head of the Conventional Port Documentation Department considers that they are not useful and are of zero value.
- to remove the “sharvings” from the engine room of ThPA S.A. from the area where they will be collected under the responsibility of the Wheeled Equipment Department
- to provide one (1) full-time person for the area of the Central warehouse of ThPA S.A. for manual work in the warehouse according to the needs, as these will be indicated by the Head of the Central warehouse of materials of ThPA S.A. (included in the staff of par. 5.1. Part B)
 - Installation of boxes in the warehouses (dexion racks, lockers, etc.)
 - Arrangements and transport of goods within the warehouse
 - General cleaning in the warehouse (transport of garbage in the recycling bins and garbage outside the warehouse, etc.)
- to clean the floors of the Central warehouse of materials of ThPA S.A. (included in the staff of par. 5.1. Part B). The warehouses are located in five buildings and a building /warehouse will be cleaned cyclically.

When carrying out the work, the cleaner shall follow the machine cleaning schedule, as set by the Technical Manager, wear appropriate protective equipment: Work tracksuit and protection mask, work boots and use a 5-point safety belt or other suitable technical means of preventing accidents.

ARTICLE 4- Description of emergency works

- The contractor is obliged, when notified by the competent department, to immediately make available workers for the cleaning of the Warehouses wherever and whenever required, (residues of bulk goods that are not received, residues of merchandise from torn bags), so that the Warehouses are immediately clean and ready to accept new goods.
- The contractor shall also undertake the cleaning of all facilities of ThPA S.A. under construction, during the term of the contract, upon their completion, with the existing contract staff as specified in the Call.
- The Contractor shall drain or disperse, by brooms or other appropriate means of his own, the stagnant waters that accumulate in the port area due to rain or other causes.
- The contractor is obliged to collect the snow at points near workplaces, which will be indicated by the competent body of ThPA S.A., in snowfall up to 10 cm high.
- The Contractor is responsible for maintaining good functioning of the rainwater across the Port facilities. It will proceed with the cleaning of the wells whenever deemed necessary by ThPA S.A. and at least on a monthly basis, at a time that does not interfere with the other operations of ThPA S.A. (e.g. loading and unloading). The Contractor is responsible for cleaning the drains in case they are blocked.
- Also, the Contractor is in charge of unblocking the horizontal and vertical gutters of roofs and warehouses and the sewerage system etc. from the point of the pipe receptors (sink, toilet seat) to the main sewerage pipe of the area. The central sewerage pipe is the collector pipe that extends to the middle of the road.
- In addition, it is required to clean the gutters of the warehouses and the buildings of the port, so as not to prevent water from entering. These also include the gutters of the company's office buildings (technical service building, Technical Support Division office building, etc.). The works

will be carried out preventively in September and at regular intervals (whenever required) and will be supported by lifting equipment provided by the Contractor to the ThPA. S.A.

- The contractor is obliged each month to clean all the wells of the rainwater and surface runoff network of the facilities of ThPA S.A.
- The Contractor is required to clean the ramp and drainage system (grooves, shaft for oil removal and separation etc.) of the machine washer every two months, as well as whenever the need arises. The waste that is generated will be delivered to the licensed contractor of ThPA S.A. in cooperation with the competent body of ThPA S.A.
- The contractor is obliged to have the necessary persons when there is a need to move, transport, load, unload office furniture or other work inside and outside of ThPA S.A. (included in the staff of par. 5.1., Part B). This must not affect the cleaning services provided to ThPA S.A.
- The Contractor shall clean the glass panels of 26 cranes and G/Cs of the company, once every two months. For the execution of the works, ThPA S.A. will provide a certified lifting basket of personnel suitable for the execution of work at a height and the necessary Personal Protective Equipment (five-point safety belts).
- The contractor is obliged to clean the area of the company's Conventional Terminal daily.
- The contractor is obliged once (1) a month to clean each lane in the area of the Container Terminal and more specifically in the OCR Traffic Lanes
- The contractor is obliged every other day to clean the OCR Cameras of nine (9) of the Container Terminal area. In case of rain, the cleaning will be repeated after the end of the rain.
- The contractor is obliged every Sunday to clean the Truck PARKING & RGM cranes (Transtainer) at the site of the Container Terminal.

ARTICLE 5 - Contractor's personnel

5.1 To provide the cleaning services, the Contractor shall provide:

MONDAY - FRIDAY

Thirty-seven (37) full-time cleaners
Three (3) full-time machine operators
One (1) full-time foreman
One (1) full-time supervisor

SATURDAY - SUNDAY - BANK HOLIDAYS

Four(4) full-time 8-hour workday cleaners
One (1) full-time operator

The final work schedule will be agreed between the Contractor and ThPA S.A.

ThPA S.A. reserves the right to reduce staff after written notification of the contractor. In any case, the staff will not be able to reach less than forty-five (45) people.

5.2 The operators shall have an appropriate machine operator licence per Presidential Decree 31/5-2-90 or previous Presidential Decree 22/76, of the appropriate team and will handle as necessary the mechanical sweeper, loaders, forklift, etc. machinery that will be available from ThPA S.A. to the contractor. Two (2) of them, at a minimum, shall have a professional category C driver's licence to operate the ThPA S.A. garbage truck. S.A.

5.3 The contractor's staff is required to have experience in similar cleaning (cleaners) and machine operation (machine operators), due to the complexity and risk of the waste managed by the port, and the particular conditions and facilities at the port. Along with their offer, the tenderers submit

a solemn statement with which they commit that the staff they will employ for the needs of the execution of the contract will have experience in similar cleaning (cleaners) and handling of machinery (machine operators), due to the complexity and risk of the waste managed by the port, and the particular conditions and facilities at the port.

ThPA S.A. reserves the right to request at the commencement or duration of the contract the employment of a person or persons of increased experience in some of the jobs. If the exercise of this right of ThPA S.A results in additional total minimum legal payroll cost higher than that budgeted as the basis of the financial offer, this additional payroll cost, ie only the difference of the minimum legal payroll and insurance contributions due to the additional service required by ThPA S.A. for a specific job position or jobs and the payroll cost budgeted in the financial offer, will be covered by ThPA S.A. after all the relevant documents and evidence of this extra cost are submitted and reviewed.

5.4 During the periods of granting the mandatory statutory recreational leave to the staff members, the obligation of the contractor to provide staff remains stable, only with regard to the cleaners, while for the other specialties (supervisor – chief worker – operators) no replacement will take place, provided that at least twenty (20) days before the granting of the license, the contractor has informed ThPA S.A. and has submitted to it a copy of the employee's application for leave and a certificate of the days of leave entitled by him.

ThPA S.A. reserves the right to request the postponement of the leave if it is so required due to the work needs. No more than two (2) Operators can be on leave at the same time.

Note that cleaners will be replaced during the period of annual leave, while the supervisor, the foreman and the operators will not be replaced.

5.5 The Contractor's staff is subject to the approval and acceptance of ThPA S.A., due to the application of the ISPS Code in the ThPA S.A. port facility and the necessary control of anyone working in it.

5.6 The Contractor shall:

- To keep a daily special form recording the time of arrival and departure of its staff.
- recruit employees that are insured to the competent Social Security Fund.
- To pay to its staff the wages and other legal benefits in a timely manner and always in accordance with the Law and the relevant Ministerial Decisions.

5.7 ThPA S.A. reserves the right, when its special needs require it, to request the availability of part of the staff for the execution of works not explicitly mentioned in the technical specifications hereof, but falling within the range of cleaning work and the capabilities of this staff.

5.8 In the case when any of the Contractor's employees does not fulfil his work duties or intentionally creates problems to his co-workers or to other ThPA S.A. employees or parties in transaction with ThPA ThPA S.A. has the right to request that said employees be replaced.

It is explicitly clarified that this personnel does not have a dependent employment relationship with ThPA S.A.

ARTICLE 6 - Materials, Auxiliary equipment

The Contractor shall provide sufficient quantities of all materials and cleaning agents that shall be labelled with their registration number in the General Chemical State Laboratory. Annex B indicates the minimum required items, the cost of which is borne exclusively by the contractor. The consumables of WC and toilets that do not fall under the category of detergents or cleaning agents

such as toilet paper, hand towels, liquid hand soap etc. The above supplies will be provided for placement by ThPA S.A., which shall cover the purchase cost.

Also, the Contractor shall provide sufficient quantities of all auxiliary materials for performing the works and any other equipment required for the proper performance of the works that are analysed and described herein. The following are illustrative and minimum: brooms, dust pans, scrubbing brushes, metal or plastic wheeled waste bins, uniform in shape and colour, equipment for unblocking sewerage pipes etc.

The competent body of ThPA S.A. will carry out regular audits in order to determine the adequacy of materials and auxiliary equipment and the compliance of the technical characteristics and the marking of chemicals with the requirements of the Call.

ANNEX 7- Supply of Personal Protective Equipment to the Contractor's Staff

The Contractor is obligated to provide to the members of its staff, at its own care and cost, all the personal protective equipment they need, depending on the tasks they perform. As a minimum, per specialty, the following must be provided:

1. Outdoor cleaners

- Work track suits with reflective stripes (summer and winter)
- High visibility vest
- Safety boots, type S3
- Elastic boots
- Helmets
- Safety goggles
- Leather/cloth gloves
- Rubber gloves
- Filter masks

The outdoor cleaners that wash vehicles, facilities etc. will also receive waterproof uniforms.

2. Indoor cleaners

- Work track suits
- Anti-slip shoes (low)
- Elastic gloves

3. Machine operators

- Work track suits with reflective stripes (summer and winter)
- High visibility vest
- Safety shoes (low) type S2
- Helmets
- Safety goggles
- Leather/cloth gloves
- Filter masks

4. Gardeners

- Work track suits with reflective stripes (summer and winter)
- High visibility vest
- Elastic boots
- Safety goggles
- Face protection mask
- Leather/cloth gloves

- Filter masks

ARTICLE 8 - Contractor's liability

The Contractor has the full and exclusive criminal, civil or administrative liability for any damage, loss or damage to ThPA S.A., its staff or a third party, due to the actions or omissions of the staff it employs as well as the exclusive liability, civil or criminal, for any death or physical injury that may occur to its personnel, to personnel of ThPA S.A. as well as to any third party due to actions or omissions of the staff it employs.

The contractor is exclusively responsible, as the technical director, for any loss or damage caused by an occupational or not accident to the personnel it employs to perform this contract.

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.

ARTICLE 9 - Bin Cleaning Services

Object

Wash and disinfection of urban waste bins, of household type, located within the premises of ThPA S.A.

In particular:

Obligations of the Contractor

- The contractor shall have a closed vehicle for washing household waste bins. The vehicle shall have a tank with clean water of a minimum capacity of 5m³, a separate waste water tank as well as a boiler to heat the water. It shall carry an anchoring system to be able to raise all standard bins of a capacity of up to 1,100 lt.
- The bin washing mechanism shall wash all bins of a capacity of up to 1,100 lt (metal or plastic), with hot water (65°C) sprayed at a rate of 20 lt/min at a pressure of 180 bar and using a detergent.
- The detergent's chemical formula must be approved by the General Chemical State Laboratory.
- Disinfection should be automatically activated at the end of the washing cycle with the detergent.
- Disinfection shall be made with hot water at 85°C. Particular care shall be taken to ensure that there are no leaks from the bin washing mechanism.
- The machine will be handled by a licensed operator having the license provided for by the law, while 2 persons are required as auxiliary staff to complete the work. (All the above employees are included in the staff of par. 5.1)
- The wash and disinfection of all the bins will take place on the S.A.me day, in cooperation with the Departments of ThPA S.A., as a combination of operations is required with the waste truck of ThPA S.A., that will precede to empty the contents of the bins.
- Wash and disinfection waters will be transferred on the same day at the biological cleaning facility.
- The number of bins that will be washed once a week is around 65.

ARTICLE 10 - Cleaning of Container Terminal machines

Object

Daily, proper, continuous and constant cleaning and fuelling of the machines and vehicles of the Container Terminal.

The cleaning will be done by one (1) experienced and trained person who will be employed daily from Monday to Friday, from 8:00 to 16:00 (included in the staff of par. 5.1., Part B) and will provide indicatively and not restrictively the following services:

- Washing of vehicles & machines with hot water high pressure cleaning system, according to the standards of ThPA S.A. (safety & environmental regulations) and cleaning of the control cabin.
- Fuelling of the vehicles & machines of the Container Terminal
- Recording of fuel consumption, related consumables (detergents etc.) and hours of operation
- Recording of the potential problems identified during the course of work.

Annexes:

A – Table of Service Provision Sites

B – Table of consumables -cleaning consumables

C– Model Financial Offer

D – Topographical plan

E - Information document on the processing of personal data, within the meaning of Article 13, GDPR 679/2016

The Executive Chairman of BoD & Managing Director

ATHANASIOS LIAGKOS

ANNEX A - TABLE OF SERVICE PROVISION PREMISES

ΓΡΑΦΕΙΑ ΚΑΙ ΛΟΙΠΑ ΚΤΗΡΙΑ ΠΡΟΣΩΠΙΚΟΥ	ΤΕΤΡΑΓΩΝΙΚΑ	ΣΥΧΝΟΤΗΤΑ ΚΑΘΑΡΙΣΜΟΥ
Ανατολικό κτήριο πύλης 1	95	Έκτακτες περιπτώσεις
Μηχανοστάσιο 1ου προβλήτα	403	Έκτακτες περιπτώσεις
ΚΕΝΤΡΙΚΑ ΓΡΑΦΕΙΑ (2όροφο κτήριο που περιλαμβάνει γραφεία & εντευκτήριο συνταξιούχων)	1.594	Καθημερινός καθαρισμός
Γραφεία Τμήματος Μισθώσεων (εντός κτηρίου παλαιού λιμεναρχείου)	150	Καθημερινός καθαρισμός
Επιβατικός Σταθμός	1.296	Καθημερινός καθαρισμός
Γραφείο Σταθμού στάθμευσης αυτοκινήτων ΕΠΙΒΑΤΙΚΟΥ ΣΤΑΘΜΟΥ	13	Καθημερινός καθαρισμός
Φυλάκιο πύλης 4	17	Έκτακτες περιπτώσεις
Φυλάκιο αποθήκης 7	33	Έκτακτες περιπτώσεις
Γραφείο Σταθμού στάθμευσης αυτοκινήτων ΠΥΛΗΣ 6	13	Καθημερινός καθαρισμός
Παέγα - χώρος γραφείων (ισόγειο)		Έκτακτες περιπτώσεις
Αποθήκη χώρου συνεργείων (παλαιά ΚΕΝΤΡΙΚΗ ΑΠΟΘΗΚΗ ΥΛΙΚΩΝ)	2.361	Καθημερινός καθαρισμός
Συγκρότημα κτηρίων συνεργείων και μηχανουργείων	552	Καθημερινός καθαρισμός
Συνεργεία γερανών - Κλαρκ και γραφεία κίνησης	3.182	Καθημερινός καθαρισμός
Συνεργεία αυτοκινούμενων γερανών	421	Καθημερινός καθαρισμός
Συνεργείο θερμοϋδραυλικών	80	Καθημερινός καθαρισμός
Συνεργείο μηχανολογικού	315	Καθημερινός καθαρισμός
Τμήμα επισκευών και συντήρησης	572	Καθημερινός καθαρισμός
Αποθήκες και εργαστήρια τμήματος επισκευών και συντήρησης	707	Καθημερινός καθαρισμός
Εκκλησία	68	Έκτακτες περιπτώσεις
Κτήριο φύλαξης	472	Καθημερινός καθαρισμός
Οίκος λιμενεργάτη ισόγειο	880	Καθημερινός καθαρισμός
Οίκος λιμενεργάτη 1ος όροφος	484	Καθημερινός καθαρισμός
Κτήριο τεχνικών υπηρεσιών (3 όροφο κτήριο)	1.980	Καθημερινός καθαρισμός
Φυλάκιο ελευθέρας ζώνης	37	Καθημερινός καθαρισμός

Γραφεία ΣΙΛΟ	167	Καθημερινός καθαρισμός, εφόσον λειτουργεί
Αποθήκη ειδικών φορτίων (Βόρεια του ΣΙΛΟ)	3.715	Έκτακτες περιπτώσεις
Ζόροφο κτήριο 5ου προβλήτα (πρώην Δεξαμενή)	42	Έκτακτες περιπτώσεις
Γραφείο εποπτών βαγονιών	48	Έκτακτες περιπτώσεις
Γραφείο διαχείρισης ξυλείας	35	Έκτακτες περιπτώσεις
Υποσταθμός 5ου προβλήτα (μικρό τμήμα χρησιμοποιείται ως γραφείο)	89	Καθημερινός καθαρισμός
Καταφύγιο βροχής 5ου προβλήτα (χρησιμοποιείται ως αίθουσα εργατών και καταφύγιο βροχής)	100	Καθημερινός καθαρισμός
Γραφεία ΣΕΜΠΟ (σύμπλεγμα κτηρίων)	1.241	Καθημερινός καθαρισμός
Αποθήκη εξυπηρέτησης μηχανημάτων ΣΕΜΠΟ (περιορισμένος χώρος χρησιμοποιείται ως γραφεία και αποδυτήρια)	2.613	Καθημερινός καθαρισμός του χώρου γραφείων και αποδυτηρίων
Υπόστεγο 6ου προβλήτα (ανοικτό υπόστεγο με χώρο γραφείων 60τμ)	60	Καθημερινός Καθαρισμός
Υποσταθμός 6ου προβλήτα	185	Καθημερινός Καθαρισμός
Κτήρια μικρής επιφάνειας	ΤΕΤΡΑΓΩΝΙΚΑ	ΣΥΧΝΟΤΗΤΑ ΚΑΘΑΡΙΣΜΟΥ
Κτήρια ζύγισης πύλες 10,12,13		Καθημερινός Καθαρισμός
Συγκρότημα κτηρίων στην πύλη 14 (φυλάκιο, τελωνείο, ζυγιστήριο)		Καθημερινός Καθαρισμός
Φυλάκιο πυλών 6, 9 και επιβατικού σταθμού		Καθημερινός Καθαρισμός
Αποθήκες	ΤΕΤΡΑΓΩΝΙΚΑ	ΣΥΧΝΟΤΗΤΑ ΚΑΘΑΡΙΣΜΟΥ
Αποθήκη Β2	1.084	Έκτακτες περιπτώσεις
Αποθήκη Γ (περιλαμβάνει γραφεία Ινστιτούτου ΕΞΑΝΤΑΣ)	206	Καθημερινός καθαρισμός των γραφείων
Αποθήκη Δ		Έκτακτες περιπτώσεις
Αποθήκη 1	1.522	Έκτακτες περιπτώσεις
Αποθήκη 7 κεντρική είσοδος	1.790	Έκτακτες περιπτώσεις
Αποθήκη 8 Προβλήτας 2	1.995	Έκτακτες περιπτώσεις
Αποθήκη 8Α Προβλήτας 2	1.228	Έκτακτες περιπτώσεις
Αποθήκη 9 Προβλήτας 2	1.540	Έκτακτες περιπτώσεις
Αποθήκη 10 Αρχείο	2.015	Έκτακτες περιπτώσεις

Αποθήκη 14 Αρχείο (περιλαμβάνει γραφεία Ιστορικού Αρχείου και χώρους υγιεινής)	2.068	Καθημερινός καθαρισμός των γραφείων
Αποθήκη 15	2.576	Έκτακτες περιπτώσεις
Αποθήκη 17	6.128	Έκτακτες περιπτώσεις
Αποθήκη 18	1.005	Έκτακτες περιπτώσεις
Αποθήκη 21	4.008	Έκτακτες περιπτώσεις
Αποθήκη 22 (περιλαμβάνει γραφεία και φυλάκιο τελωνίου)	4.021	Έκτακτες περιπτώσεις
Αποθήκη 23	4.022	Έκτακτες περιπτώσεις
Αποθήκη 24 (περιλαμβάνει μικρό χώρο γραφείων και χώρους υγιεινής)	4.907	Καθημερινός καθαρισμός των γραφείων
Αποθήκη 25	4.210	Έκτακτες περιπτώσεις
Αποθήκη 26	3.212	Έκτακτες περιπτώσεις
Αποθήκη 27 (περιλαμβάνει τα γραφεία της Κεντρικής αποθήκης και χώρους υγιεινής)	4.906	Καθημερινός καθαρισμός των γραφείων & χώρων υγιεινής
Εξωτερικοί και Λοιποί χώροι & εξοπλισμός	ΤΕΤΡΑΓΩΝΙΚΑ	ΣΥΧΝΟΤΗΤΑ ΚΑΘΑΡΙΣΜΟΥ
Υπαίθριοι χώροι 1ου προβλήτα, επιβατικού σταθμού και χώρου στάθμευσης αυτοκινήτων Επιβατικού Σταθμού		Καθημερινός καθαρισμός
Υπαίθριοι χώροι από Πύλη 10α μέχρι Σ.ΕΜΠΟ		Καθημερινός καθαρισμός
Λοιποί υπαίθριοι χώροι και χώρος στάθμευσης αυτοκινήτων πύλης 6.		Καθημερινός καθαρισμός
Ράμπα & Αύλακας αποχέτευσης πλυντηρίου μηχανημάτων		Ανά δίμηνο
Υαλοπίνακες 26 Γερανών (εξωτερικά)		Ανά δίμηνο
Φροντίδα Πρασίνου		Καθημερινά
Οχήματα- Μηχανήματα		Καθημερινά
Καθαρισμός φρεατίων & υδροροών		Μία φορά ετησίως
Υδραυλικές Εργασίες / αποφράξεις		Καθημερινά

ANNEX B - TABLE OF CONSUMABLES - CLEANING MATERIALS

ΑΝΑΛΩΣΙΜΑ ΥΛΙΚΑ (τα οποία πρέπει να ανανεώνονται)	ΥΛΙΚΑ ΚΑΘΑΡΙΣΜΟΥ
1. Πλαστικές σακούλες μαύρου χρώματος, διαφόρων μεγεθών	
2. Πανιά μικροϊνών για ξεσκόνισμα ή αφαίρεση ρύπων	2. ΥΓΡΟ ΚΑΘΑΡΙΣΜΟΥ ΓΙΑ ΤΖΑΜΙΑ: Να περιέχει ενεργά καθαριστικά συστατικά, να γυαλίζει τζάμια, καθρέπτες, βιτρίνες. Να χρησιμοποιείται με ψεκαστήρα και να μην αφήνει κατάλοιπα ή στίγματα.
3.Γάντια για καθαρίστριες πλαστικά & γάντια εργασίας χοντρά για τους καθαριστές	3. ΧΛΩΡΙΝΗ: Να καθαρίζει και να απολυμαίνει δάπεδα και επιφάνειες.
4. Μάσκες μιας χρήσεως	4. ΚΑΘΑΡΙΣΤΙΚΟ ΕΠΙΠΛΩΝ: Να γυαλίζει έπιπλα χωρίς να αφήνει κατάλοιπα.
	5. ΚΑΘΑΡΙΣΤΙΚΟ ΓΙΑ ΜΠΑΝΙΑ: Να διαλύει πουρί άλατα και υπολείμματα σαπουνιού. Επίσης να έχει υψηλή καθαριστική δράση σε επιφάνειες ανθεκτικές στα οξέα.
	6. ΚΑΘΑΡΙΣΤΙΚΟ ΓΙΑ ΠΑΡΚΕΤΑΡΙΣΜΕΝΑ ΔΑΠΕΔΑ: Να περιέχει συστατικά ειδικά για τον καθαρισμό και την περιποίηση παρκεταρισμένων δαπέδων. Να είναι οικονομικό στην χρήση του και να έχει ευχάριστο άρωμα. Να είναι κατάλληλο για όλους τους τύπους δαπέδων.
	7. ΚΑΘΑΡΙΣΤΙΚΟ ΓΙΑ ΔΑΠΕΔΑ: Να είναι ουδέτερο καθαριστικό για δάπεδα (χωρίς ξέβγαλμα), ιδανικό για καθημερινή χρήση.
	8. ΑΠΟΛΥΜΑΝΤΙΚΟ ΔΙΑΦΟΡΩΝ ΧΡΗΣΕΩΝ: Να περιέχει αλδεύδες και τεταρτογενείς αμμωνιοενώσεις και να έχει βακτηριοκτόνο και μυκητοκτόνο δράση. Να είναι αποτελεσματικό.
	9. ΠΑΡΚΕΤΙΝΗ ΓΙΑ ΠΡΟΣΤΑΣΙΑ ΚΑΙ ΓΥΑΛΙΣΜΑ ΔΑΠΕΔΩΝ: Να είναι αυτογυαλιστή παρκετίνη μεγάλης αντοχής, κατάλληλη για όλα τα είδη δαπέδων.
	10. ΑΦΑΙΡΕΤΙΚΟ ΠΑΡΚΕΤΙΝΗΣ: Να είναι ισχυρό, να αφαιρεί εύκολα δύσκολους ρύπους και παλιές επιστρώσεις παρκετίνης από τα δάπεδα. Επίσης να είναι κατάλληλο για μάρμαρα, μωσαϊκά, πλακάκια και δάπεδα από PVC.
	11. ΚΑΘΑΡΙΣΤΙΚΟ ΥΦΑΣΜΑΤΩΝ : Να αφαιρεί εύκολα ρύπους κάθε μορφής από υφάσματα χωρίς να τα καταστρέφει.
	12. ΚΑΘΑΡΙΣΤΙΚΟ ΜΟΚΕΤΩΝ – ΧΑΛΙΩΝ: Να αφαιρεί εύκολα ρύπους κάθε μορφής από μοκέτες και χαλιά.
	13. ΑΦΑΙΡΕΤΙΚΟ ΔΥΣΚΟΛΩΝ ΡΥΠΩΝ: Να αφαιρεί δύσκολους βιομηχανικούς ρύπους.
	14. ΓΥΑΛΙΣΤΙΚΟ ΥΓΡΟ ΓΙΑ ΑΝΟΞΕΙΔΩΤΕΣ ΕΠΙΦΑΝΕΙΕΣ: Να καθαρίζει και να γυαλίζει ανοξείδωτες επιφάνειες χωρίς να τις καταστρέφει.
	16. ΥΓΡΑ ΑΠΟΣΜΗΤΙΚΑ ΧΩΡΩΝ ΤΟΥΑΛΕΤΑΣ : κ. ΑΠΟΣΜΙΝΗ ή άλλο ισοδύναμο προϊόν
	17. ΑΠΟΛΥΜΑΝΤΙΚΟ ΔΙΑΛΥΜΑ ΓΙΑ ΕΠΙΦΑΝΕΙΕΣ Απολυμαντικό επιφανειών για χρήση χωρίς ξέβγαλμα, κατάλληλο για την εξουδετέρωση βακτηριδίων και μικροβίων.

ANNEX C- MODEL FINANCIAL OFFER

Of the tenderer.....

COMPANY NAME:

REGISTERED OFFICES - POSTAL CODE ADDRESS:

TIN.: Tax Office:

TELEPHONE: FAX:

EMAIL:

To: **THESSALONIKI PORT AUTHORITY S.A.** (ThPA S.A.)

WORK ANALYSIS		
1.	Number of Employees	
2.	Working Days & Hours	
3.	Collective labor agreement by which employees are covered (attached)	
4.	Square meters to be cleaned per person (<i>relevant only for cleaners and the foreman</i>)	M-F: S-S:

LABOUR COST ANALYSIS					
S/N	DATA	PERCENTAGE	MONTHLY COST PER PERSON	TOTAL MONTHLY UNIT	TOTAL ANNUAL UNIT
1.	Budgeted amount with regard to all types of legal pay of all employees (cleaners - workers, foreman, supervisor, operators)				
2.	Social security contributions based on the budgeted amounts	_____			
TOTAL					

Note: **The above tables must be filled out (on pain of exclusion)**, in accordance with Article 68 of Law 3863/2010 as amended by Law 4144/2013.

TOTAL COST OF SERVICES DELIVERED				
S/N	DATA	PERCENTAGE	TOTAL MONTHLY COST PLUS VAT	TOTAL ANNUAL COST PLUS VAT
1.	The amount of the budgeted amount relating to the legal remuneration of these employees of all kinds	-		
2.	Social security contributions based on the budgeted amounts	-		
3.	Administrative cost of Service Provision		
4.	Cost of equipment and means		
5.	Cleaning material costs		
6.	Contractor benefit		
TOTAL				
TOTAL IN WORDS (TOTAL MONTHLY COST):				
TOTAL IN WORDS (TOTAL ANNUAL COST):				

Applicable Employment Contract:

The Financial Offer is valid for..... days from the tender date.

Place & Date)...../...../ 2022

THE TENDERER

(Full Name, Signature & Stamp)

ANNEX E- PROCESSING OF PERSONAL DATA

UPDATE ON THE PROCESSING OF PERSONAL DATA, pursuant to Article 13 of the GDPR 679/2016 (accompanies the **Application Forms in Tenders-Calls-Offers etc. of the Procurement and Investment Division of "ThPA S.A."**).

The Societe Anonyme under the name "Thessaloniki Port Authority" (ThPA S.A., Law 2688/99, GG 40A'/1-3-99), having its registered office in Thessaloniki (Pier 1, inside the Port PC: 54625, tel: 2310 593 118-121), as legally represented, hereby **informs** and; in conformity with the provisions of the applicable legislation on the protection of personal data, and, the General Regulation EU 679/2016 in particular, **in its capacity as a "Controller"**, the natural person (hereinafter the «Data Subject»), who signs the Application Form, the Offer or other similar form of the Procurement and Investment Division of "ThPA S.A." and submits the necessary supporting documents, either on its behalf, as a representative of a private company **or** as a natural person -legal representative of the participant in the legal person procedure, **or** in another similar legitimizing capacity, that ThPA S.A. and its competent Services-Divisions-Departments (such as its employees, acting under its supervision, by order and on its behalf and within the framework of their powers and, possibly with others, jointly referred to as "Controllers" and "Processors", third parties or recipients: other participants in the process, ministries, public authorities, tax authorities, judicial authorities, etc., on the basis of compliance with a legal obligation of the "Processor" or in fulfillment of its duty or for the performance of a contract), **collects, processes and maintains** the personal data referred to in the Application for Participation, in the Offer or in another similar purpose form of the Procurement and Investment Department of "ThPA S.A.", and their accompanying documents, which are voluntarily submitted to "ThPA S.A." by the "Subject of Rights", either on his behalf (sole proprietorship) or on behalf of the legal entity he represents.

These data will be used for the purposes of handling the Application Form, the Offer or any other similar document of the Procurement and Investment Division of "ThPA S.A.". The purpose of processing may be: The evaluation of the Application/Offer etc., the verification of the details of the «Data Subject» or the company that it represents, required by the procedure, the evaluation of the suitability of the «Data Subject» or the company it represents, as a candidate counter-party towards the conclusion of a contract with "ThPA S.A." or with a view to concluding a contract (Article 6, par.1b GDPR Expl.44). Furthermore, "ThPA S.A." processes such data in order to communicate with the "Data Subject" whenever it considers it to be necessary, on issues relating to the procedure and for reconciling "ThPA S.A." with the requirements of the Regulation and law (compliance with his legal obligation, Article 6, par 1c GDPR). These data are kept at the competent Procurement Department for **as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfillment of both parties' obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA S.A., as applicable.** Then, they are filed, either on paper or electronically in such a way that access is not authorized to non-authorized employees. After the elapse of the necessary time period, they will be safely destroyed, as provided for by the relevant legislation (the provisions of Article 191 §2 of Law 4610/2019 (A'70) apply for the period up to 23-3-2018, while, the maximum limitation period laid down in the Civil Code shall apply from then on and for the conversion of the Processor into a S.A.). The provision of such data is necessary for this procedure and, failure of the "Data Subject" to provide them will lead to the inability of the Data Subject to participate in the procedure and the impossibility of providing such service.

The "Data Subject" can submit a request to the "Controller" for: Access-information, correction, limitation of the processing of data regarding it, objection to processing, erasure of data and data portability **subject to the conditions and limits laid down by the applicable legislation** (e.g. 17 par.3, 20 par.3, 23 GDPR). These rights are exercised either by filling in the respective application form, which is available at the **Procurement and Investment Division** of "ThPA S.A." or by sending a letter to the following address: "ThPA S.A.", Pier 1, within the port, PC: 546, Thessaloniki, tel: 2310 593118-121, or by sending an email to the address: dpo@thpa.gr. The "Data Controller" provides to the "Data Subjects" will all relevant information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any case **within one month** from receipt of the request. This deadline may be extended for two more months, if required, taking into account the complexity and the number of requests (see more in detail: Article 12 par. 3-4 of the GDPR). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: 1-3 Kifissias Str. P.C. 115 23, Athens) or by e-mail (www.dpa.gr).

Thessaloniki, ___ / ___ /20 ___

ISSUED /2022

I have become aware of this Update (signature and in full letters):