

Corrected Reissue

Ref. No 11693/20.11.2024

OPEN TENDER

FOR THE SELECTION OF

AN INDEPENDENT ENGINEER

IN ACCORDANCE WITH THE CONCESSION AGREEMENT

REGARDING THE USE AND EXPLOITATION

OF CERTAIN AREAS AND ASSETS

WITHIN THE PORT OF HERAKLION

HERAKLION, NOVEMBER 2024

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DEFINITIONS

For the purposes of understanding the terms in this call for tenders, the following definitions are provided:

Independent Engineer (IE): The candidate to whom the contract for services will be awarded pursuant to the agreement to be drafted and signed following the tender process.

Binding Declaration: Refers to the solemn declaration required under Greek Law 1599/1986 or, in the case of a foreign candidate, an equivalent document according to the laws of the candidate's country of origin, signed by the Authorized Representative. In all cases where the term "Binding Declaration" is used, it is assumed that this is done with a certified signature.

Performance Guarantee: As defined in paragraph 6.3.1.

Interested Entities: The entities that have expressed interest in submitting a binding offer.

Authorized Representative: A legal representative of the candidate (according to the candidate's articles of association) or a specially authorized representative (by decision of the competent body of the candidate), who has the authority to bind the candidate and sign and submit the offer.

Committee or Evaluation Committee: The committee that has the authority to open and evaluate the offers.

Project: The total services to be provided by the Independent Engineer, in accordance with the process described herein.

Construction Contractors: Natural or legal persons or a Union of Economic Entities who will be awarded a construction contract for the execution of works.

Company: Heraklion Port Authority S.A.

Financial Offer: As defined in paragraph 6.8

HPA: Heraklion Port Authority S.A.

Project Team: The team of personnel of the candidate that will be engaged in the project, as described in paragraph 6.2(ii).

Guarantee Amount: As defined in paragraph 6.3.1.

Invitation: This document.

Offer: The offer submitted by the candidates as part of this tender process, including the main offer folder, which consists of three subfolders: (i) Participation Documents, (ii) Technical Proposal, (iii) Financial Proposal.

Protocol: The protocol office of Heraklion Port Authority S.A., located at the premises of HPA in the Port of Heraklion, Nearchou Avenue 71201, Heraklion, Greece.

IE Contract: As defined in paragraph 1.3.3.

Concession Agreement (CA): As defined in paragraph 1.3.2.

Technical Proposal: As defined in paragraph 6.7.

Subcontractor: As defined in paragraph 2.3.5.

Candidate: Natural or legal persons or a Union of Economic Entities participating in the tender by submitting an Offer.

Offer Folder: As defined in paragraph 7.2.

The terms not defined in this document but mentioned in the New Concession Agreement 5126/2024 (Government Gazette A' 115/26-7-2024) shall have the meanings attributed to them in the 2024 Concession Agreement.

1 GENERAL

1.1 Preamble

The Port of Heraklion has been designated as a Port of International Interest (category K1) within the National Port System (Joint Ministerial Decision 8315.2/02/07/2.2007, Government Gazette B' 202/16.2.2007). The Port of Heraklion includes piers and quays primarily used for passenger ships, vehicle carriers, general and bulk cargo vessels, container ships, cruise ships, administrative and technical support buildings, special equipment, and other facilities.

1.2 Heraklion Port Authority

1.2.1. Heraklion Port Authority (HPA) is a legal entity operating in the form of a Greek Société Anonyme (corporation) and was established following the transformation of the Heraklion Port Fund into a corporation under Article 21 of Law 2932/2001 (Government Gazette A' 145/27.6.2001). The Heraklion Port Fund was originally created through the merger of the Heraklion, Hersonissos, and Kokkinos Pyrgos Port Funds into one entity by Royal Decree 23.7/07.08.1953 (Government Gazette A' 209/07.08.1953), issued under Legislative Decree 1302/1949 (Government Gazette A' 304/31.10.1949).

1.2.2. According to Article 2 of Law 3986/2011 of the Hellenic Republic (Government Gazette A'/1.7.2011), as amended and in force, along with Decision 222/05.11.2012 (Government Gazette B' 2996/12.11.2012) of the Interministerial Committee for Restructuring and Privatizations, 100% of HPA's shares were transferred without compensation from the Greek State to the Hellenic Republic Asset Development Fund (HRADF). On March 30, 2021, HRADF's Board of Directors approved the sale of 67% of HPA's share capital through an international tender process structured in two phases. As part of this process, and following the procedural requirements for selecting HPA's future majority shareholder, HRADF selected the consortium "Grimaldi Euromed S.p.A. & Minoan Lines S.A." consisting of (a) "Grimaldi Euromed S.p.A." based in Palermo, Italy, and (b) "Minoan Lines S.A." based in Heraklion, Greece, as the preferred investor. Following the successful completion of the pre-contractual legality audit of the privatization process by the Court of Auditors, the Seventh Chamber of the Court issued its decision No. 600/2023, ruling in favor of the legality and allowing HRADF to conclude the share purchase agreement (SPA) for the sale and purchase of 1,025,100 shares (representing 67% of HPA) with the special purpose vehicle company "HERAKLION PORT PARTICIPATIONS S.A." based in Heraklion, Greece.

It is noted that the international tender process, which resulted in the selection of a private company as the preferred investor, ensured the required level of transparency and allowed for the market to open to free and undistorted competition. Therefore, the exclusive right to use and exploit the land areas, buildings, and facilities within the port zone of the Port of Heraklion, awarded through a process governed by objective criteria, does not constitute a special or exclusive right within the meaning of Article 4(3) of Directive 2014/25/EU and Article 224(3) of Law 4412/2016. As a result, HPA is no longer considered a contracting authority under Article 4(1)(b) of the same Directive and Article 224(1)(b) of the aforementioned law. Accordingly, the contracts concluded by HPA for works and services no longer qualify as public contracts (Council of State ruling No. 1076/2019, paras. 13–14).

1.3 Concession Agreement

1.3.1. In application of Article 24 of Law 2932/2001, the Hellenic Republic and HPA entered into a concession agreement dated January 30, 2003 (hereinafter referred to as "the 2003 Agreement"), which was subsequently ratified by Article 1 of Law 4957/2019 (Government Gazette A' 35/28.02.2019). Through the 2003 Agreement, the Hellenic Republic granted HPA, among others, the exclusive right to use and exploit the land areas, buildings, and facilities within the port zone of the Port of Heraklion as defined in Article 2 of the 2003 Agreement, for an initial duration of forty (40) years, under the terms and conditions specified therein. Pursuant to Article 12 of Law 4664/2020 (Government Gazette A' 32/14.2.2020), the duration of the 2003 Agreement was extended to sixty (60) years from the date of signing, expiring on January 30, 2063.

1.3.2. As part of the privatization process mentioned above (in section 1.2.2 of this open tender), and following good-faith negotiations between the Hellenic Republic and the corporation "Heraklion Port Authority S.A.", the parties entered into a new concession agreement dated January 30, 2024, regarding the use and exploitation of certain spaces and assets within the Port of Heraklion (hereinafter referred to as the "New Concession Agreement"). The New Concession Agreement was ratified by Article 1 of Law 5126/2024 (Government Gazette A' 115/26-7-2024).

1.3.3. Article 27 of the New Concession Agreement ("Independent Engineer") stipulates the appointment of an independent expert ("Independent Engineer") to perform certain technical advisory duties and functions, including supporting the implementation of Major Works and Mandatory Investments and the maintenance of the Concession Assets. Additionally, the Independent Engineer is tasked with other specific duties explicitly defined in the New Concession Agreement and/or the contract to be concluded with the Independent Engineer.

The selection of the Independent Engineer will take place through a publicly announced tender process organized by HPA, in accordance with HPA's Subcontracting and Sub-Concession Assignment Regulations, among candidates who have sufficient experience and familiarity with the study, review of studies, and supervision of works relating to port/maritime projects. Candidates must also meet the qualifications outlined in Annex 27.2 of the New Concession Agreement, which include:

- (a) At least 12 years of experience in port/maritime projects (study execution, technical consulting, construction supervision);
- (b) Completion of at least two (2) port/maritime projects as a designer, construction supervisor, independent engineer, or technical consultant, with one of the projects being of comparable size and scale;
- (c) Completion of at least one (1) project as an independent engineer or technical consultant for lenders or owners in relation to the concession of an infrastructure project of comparable size and scale.

2 CONTRACTING AUTHORITY – SUBJECT OF THE TENDER

2.1 Contracting Authority

2.1.1. The contracting authority is the corporation under the name "**Heraklion Port Authority S.A.**"

2.1.2. The address to which the offers must be submitted is:

Heraklion Port Authority S.A.

Protocol Office

Port of Heraklion

Nearchou Avenue 712 01, Heraklion, Greece.

2.2 Current Process (Tender)

2.2.1. The subject of this tender is the conclusion of an agreement with an Independent Engineer (IE), whose duties and responsibilities will correspond to the rights and obligations outlined in the New Concession Agreement ratified by Law 5126/2024. The cost will be covered by the own resources of the Heraklion Port Authority (HPA S.A.).

2.2.2. This call for tenders is published on the official website of Heraklion Port Authority S.A. (www.porthera.klion.gr).

2.2.3. Requests for clarifications or additional information must be submitted via email to protokolo@porthera.klion.gr no later than five (5) days before the final submission date of offers (including the final submission date). Requests for additional information and clarifications, along with the relevant responses from HPA S.A., will be published on the company's website (www.porthera.klion.gr).

2.2.4. Offers must be submitted no later than 15:00 (Greek time) on the specified date of Monday, December 2, 2024 by delivery to the Protocol Office of Heraklion Port Authority S.A. at the Port of Heraklion, Nearchou Avenue 712 01, Heraklion, Greece, as detailed in Article 7.1 of this document.

2.2.5. HPA S.A. reserves the right to cancel the tender process, either entirely or partially, at any stage, to postpone the conduct of the relevant tender, and to refrain from awarding it by declaring it null and void, when at HPA SA's discretion the conditions for adequate and healthy competition are not met, or its operational needs or the circumstances behind the decision to hold the tender have changed, or other serious reasons have arisen. In such cases, no third party shall be entitled to any claim as a result of such cancellation.

2.2.6. HPA S.A. may also annul the outcome of the tender and resort to the negotiation process when an extraordinary cause not attributable to HPA S.A. occurs. If the contractor fails to sign the agreement within a deadline set by HPA S.A. (except in the case of force majeure), they will be declared in default, the participation guarantee will be forfeited in favor of HPA S.A., and the next most economically advantageous offer will be selected. If all the candidates refuse to sign the agreement, the tender will be annulled as described in section 2.2.5 above.

2.3 Eligible Candidates

2.3.1. Participation in this tender process is open to natural or legal entities or unions of economic entities (consortia of legal or natural persons) who meet the qualifications and criteria listed in section 6.1. Unions of economic entities/consortia, including temporary joint ventures, are not required to adopt a specific legal form to submit an offer. However, HPA S.A. may require them to form a specific legal entity if they are awarded the contract. In cases where an offer is submitted by a union of economic entities, all members are jointly and severally liable to HPA S.A.

2.3.2. In the case of unions of economic entities/consortia, the criteria outlined in section 6.1 must be met by the natural or legal entities (companies) that constitute the consortium. The criteria described in sections 6.4.2. (previous experience), 6.4.3. (similar projects), and 6.5. (ISO certifications) must be met by the legal or natural entity who holds at least 51% of the consortium (the head of the consortium). The criteria described in section 6.4.1. (suitability for professional activity) must be met by at least one legal or natural entity of the consortium.

2.3.3. Subcontracting is allowed to natural or legal entities only for part of the Project, with a total limit of 30% of the services requested in this Invitation. The intention of the Candidates to subcontract part of the Project must comply with the above terms and must be declared and described in the Candidate's Offer, as stipulated in this Invitation.

2.3.4. The use of subcontractors' technical experience by Candidates will only be assessed if it comes from a subcontractor.

2.3.5. The subcontractor providing the technical expertise to the Candidate must also meet the criteria required in this Invitation for the Candidate themselves.

Therefore, the Candidate's Offer must include all relevant documents proving compliance with these criteria, as well as collaboration agreements demonstrating the specific involvement of the subcontractor in this tender. The Contractor will not be released from their contractual obligations and responsibilities by subcontracting part(s) of the contract to a subcontractor, nor will this waive the main contractor's liability.

If the Contractor's collaboration with subcontractor(s) is terminated during the execution of the contract, the Contractor is obligated to immediately notify HPA S.A. and ensure the uninterrupted execution of the subcontracted part(s) either by the Contractor themselves or by a new subcontractor, who will be disclosed to HPA S.A. in accordance with the procedure outlined above.

The replacement of the subcontractor, where the Contractor relies on the subcontractor's technical and professional capacity, will be subject to HPA S.A.'s approval and provided the new subcontractor has at least equivalent qualifications.

2.4 Outline of Major Works and Development Projects of HPA S.A.

2.4.1. According to Article 8 and Appendices 8.4 and 8.11 of the New Concession Agreement, HPA is responsible for the maintenance of the Concession Assets at its own risk and expense:

- (a) In accordance with the terms and conditions set forth in the New Concession Agreement,
- (b) In compliance with all applicable laws, legal requirements, and current technical, environmental, and safety standards, and
- (c) In a manner that ensures HPA's continued ability to support port users, the safety of users and employees involved in activities related to the Concession Assets, and the uninterrupted operation of the Port of Heraklion.

HPA S.A. will prepare and submit to the Competent Authority and the Independent Engineer an annual report (the "Facilities Condition Assessment Report") detailing the actual condition of the Concession Assets, their operational status, details of any significant damage beyond normal damage caused by use, as well as any problems or deficiencies in the Concession Assets that prevent or may prevent HPA from continuing to achieve the Minimum Service Levels. Each Facilities Condition Assessment Report must have at least the minimum content outlined in APPENDIX 8.4 of the New Concession Agreement. The first Facilities Condition Assessment Report will be submitted within ninety (90) days from the Effective Date, and each subsequent Facilities Condition Assessment Report will be submitted within ninety (90) days of each anniversary of the Effective Date (per Article 8.4 of the New Concession Agreement).

The Facilities Condition Assessment Report will be accompanied by a restoration plan (the "Facilities Restoration Plan"), which will present HPA's proposed response to any deficiencies or problems identified in the Facilities Condition Assessment Report, including (indicatively) HPA's proposals for carrying out the necessary repair and maintenance works required to restore the Concession Assets or to restore HPA's ability to meet the Minimum Service Levels, comply with the Standards and Specifications, or otherwise meet the requirements of this Agreement (the "Restoration Works"), along with HPA's proposal for the implementation timeline of the Restoration Works, and an update on the progress of Restoration Works already underway (per Article 8.5 of the New Concession Agreement 2024).

Within thirty (30) days from receipt of the above documents, and at any other time, the Independent Engineer is entitled to conduct an on-site inspection of the Port of Heraklion to confirm the findings of the first Facilities Condition Assessment Report and/or evaluate the first Facilities Restoration Plan. The Competent Authority may (but is not required to) request the Independent Engineer to evaluate and confirm the findings of any subsequent Facilities Condition Assessment Report and evaluate any subsequent Facilities Restoration Plan, except for the first one. Without limiting any other provision of the New Concession Agreement, HPA will grant the Independent Engineer any reasonable access and assistance required for the proper conduct of the on-site inspection (per Article 8.6 of the New Concession Agreement).

2.4.2. The preparation of the relevant studies for the implementation of the Mandatory Investments will be carried out according to the Standards and Specifications at HPA's responsibility and expense. The provisions of Articles 7.6 through 7.18 will apply mutatis mutandis to all matters concerning the implementation of the Mandatory Investments, including the review and approval of the relevant studies and the budget of the Mandatory Investments by the Independent Engineer, the supervision of the related works, the

compliance checks with the Standards and Specifications, the Environmental Requirements, the approved schedules, and the applicable legislation in general, and the issuance of the Certificate of Provisional Acceptance and the Certificate of Final Acceptance.

2.4.3. In fulfilling its obligations under the New Concession Agreement, HPA S.A. will at all times and in all material respects comply with:

- (a) The existing Development Program and Port Management Study of HPA S.A., as approved and in force today pursuant to Article 15 of Law 4081/2012 (Government Gazette A' 184/27.09.2012) (the "Existing Development Program and Management Study"), and subsequently with any Development Program and Port Management Study (as defined in Article 6.2(a)(ii) of the New Concession Agreement) that will be approved under the provisions of Article 6.2 of the New Concession Agreement, which amends or replaces the Existing Development Program and Management Study, and
- (b) All applicable laws, rules, regulations, standards, permits, and approvals, including the environmental approvals listed in APPENDIX 6.1(b) ("Environmental Requirements") of the New Concession Agreement, as amended, supplemented, or updated from time to time.

The Independent Engineer's scope includes evaluating the new updated Development Program and proposing changes if deemed appropriate (in accordance with Article 6.2(a)(ii) of the New Concession Agreement). The Development Program will determine HPA's specific commitments for the implementation of Works and/or other initiatives for the development of the Port of Heraklion during the relevant Port Development Period. Each version of the Development Program will be evaluated by the Independent Engineer, who is entitled to propose changes required to ensure compliance with this Agreement and applicable law. The plan of the Initial Development Program and Management Study will include, among other things, the location of the Mandatory Investments (as defined in Article 7.20 of the Concession Agreement).

2.4.4. The Independent Engineer will monitor and supervise the approval of the studies related to improvement works or restoration works with a budget exceeding €500,000 (the "Major Works") in accordance with Article 7 of the New Concession Agreement.

The Independent Engineer, according to Article 7.7 of the New Concession Agreement, must review and approve all studies related to the Major Works in accordance with the New Concession Agreement and the Independent Engineer's agreement. The Independent Engineer will be responsible for:

- Reviewing and verifying the extent to which the studies meet the Standards and Specifications, and requesting additional studies, if necessary, to ensure that the studies comply with the Standards and Specifications;
- Verifying (based on appropriate documentation) that each study plan includes, concerning the Major Works, the planned construction method, the description and sequence of the phases of the construction works, with sufficient detail to allow the Independent Engineer to supervise the construction in accordance with the Standards and Specifications;

- Ensuring that the studies are aligned with HPA's approved Development Program and Management Study, the approved environmental conditions, and the Standards and Specifications;
- Approving the inspection and testing schedule in the Concession Area, verifying the adequacy and completeness of these for the implementation of any study, and providing a copy of the approved schedule to HPA and the Competent Authority;
- Reviewing and approving quality control manuals and ensuring the quality of the studies by requesting modifications or additions (as appropriate) and monitoring their implementation;
- Performing measurements (tests) on the structural performance and examining the results thereof, and
- Regularly reporting to the General Secretariat of Ports of the Ministry of Shipping and Island Policy, or any successor agency that the Hellenic Republic may appoint in writing from time to time (the Competent Authority), and to HPA regarding the above, in the manner provided in the Independent Engineer's agreement.

Moreover, according to Article 7.12 of the New Concession Agreement, during the construction period of the Major Works, the Independent Engineer will supervise the construction of the works in accordance with the New Concession Agreement and the Independent Engineer's agreement. Specifically, the Independent Engineer will have the following duties in relation to the Major Works:

- Monitoring, reviewing, and approving the construction schedule;
- Inspecting the Major Works and ensuring compliance with the construction works, materials, and quality of the Major Works in accordance with the New Concession Agreement, the Standards and Specifications, all relevant permits and approvals, and the relevant approved study(-ies) (including any agreed modifications thereof);
- Monitoring the implementation of the approved environmental conditions and HPA's compliance with the Environmental Requirements;
- Verifying that the progress of the Major Works is in accordance with the construction schedule (including, in relation to Restoration Works, the Restoration Plan);
- Ensuring that the contractors of the Major Works establish and maintain an effective quality assurance process for the Major Works and submit reports on the implementation of this process;
- Assisting in all aspects of the completion and acceptance tests of the Major Works, including, but not limited to, certifying that the completion tests and any other required tests have been satisfactorily conducted, issuing the Certificate of Provisional Acceptance in accordance with the process outlined in Article 7.16 of the New Concession Agreement, and assisting HPA in the acceptance of the completed Major Works;
- Keeping complete and appropriate records of all meetings and discussions held by the Independent Engineer, and

- Submitting reports to HPA and the Competent Authority (these reports must include details regarding the quality, time, and, if necessary, cost of the Major Works).

3 PROJECT SUMMARY

3.1 Overview of Qualifications and Duties of the Independent Engineer

3.1.1. According to the new concession agreement (ratified by Law 5126/2024, Government Gazette A' 115/26.7.2024), the Independent Engineer will have multiple responsibilities and duties: (a) Perform certain technical advisory tasks and provide support in relation to the implementation of the Major Works and the maintenance of the Concession Assets, as detailed in Articles 7 and 8 of the new concession agreement. (b) Perform certain technical advisory tasks and provide support in relation to the Performance, as detailed in Article 27 of the new concession agreement. (c) Perform any other duties explicitly defined in the new concession agreement and/or in this Invitation and the contract that will be concluded with the Independent Engineer based on this process.

3.1.2. The basic qualifications of the Independent Engineer are: (a) At least 12 years of overall experience in the field of port/maritime projects (study execution, technical consulting, and construction supervision). (b) Experience in completing at least two (2) port/maritime projects as a designer, construction supervisor, independent engineer, or technical consultant. One of the two projects must be of comparable size and scale. (c) Experience in completing at least one (1) project as an independent engineer or technical consultant for lenders or owners related to a concession of infrastructure projects of comparable size and scale.

3.1.3. Duties and Scope of Responsibilities: The Independent Engineer will: A. Review each draft Development Program and each draft Facilities Restoration Plan and propose changes as appropriate according to Articles 6, 7, and 8 of the new concession agreement (Law 5126/2024, Government Gazette A' 115/26.7.2024). B. Approve the form and content of the protocol to be signed by the parties, according to Article 26.3 of the new concession agreement. C. Review and approve the studies for the mandatory investments and the Major Works. D. Supervise the mandatory investments and the Major Works that will be undertaken according to Article 7 of the Concession Agreement, regardless of the time required for their completion by HPA, and will be entitled to conduct investigations and request information deemed necessary during the supervision. E. Inspect the mandatory investments and Major Works, ensure compliance with applicable standards, laws, and

schedules, propose necessary changes, and issue completion certificates. F. Provide assistance from any other technical perspective, as may be requested by HPA and the Greek State. G. Prepare and maintain complete and appropriate records of all undertaken duties and make them available to the Greek State upon request. H. Hold all other rights and obligations explicitly provided in the Concession Agreement and any reasonably incidental duties and/or any other duties additionally outlined in the Independent Engineer's contract.

3.2 Detailed Description of the Independent Engineer's Duties

The services provided by the Independent Engineer to HPA S.A. consist of:

3.2.1. During the preparation phase of the necessary studies for the major projects, the Independent Engineer: (a) Ensures that the studies submitted for approval comply with administrative acts and meet at least the specifications and standards of applicable laws. (b) Requests additional studies or amendments/modifications to the studies submitted for approval so that they comply with applicable laws. (c) Approves the studies and issues a certificate of approval in accordance with Articles 7.8 and 7.9 of the New Concession Agreement. After approval, any modification must be approved by the project's implementing entity and the Independent Engineer. All construction begins after the studies are approved by the Independent Engineer.

3.2.2. During the execution phase of the works, the Independent Engineer is obliged to: (a) Monitor, review, and approve the construction schedule. (b) Inspect the Major Works and ensures compliance with construction works, materials, and the quality of the Major Works in accordance with the Concession Agreement, Standards and Specifications, all relevant permits and approvals, and the relevant approved study(-ies) (including any agreed modifications thereof). (c) Monitor the implementation of the approved environmental terms and ensures HPA's compliance with the Environmental Requirements. (d) Verify that the progress of the Major Works complies with the construction schedule (including the Facilities Restoration Plan, in the case of Restoration Works). (e) Ensure that the contractors of the Major Works establish and maintain an effective quality assurance process and submit reports regarding its implementation. (f) Assist in all aspects of the completion and acceptance tests of the Major Works, including the certification that completion tests and any other required tests have been satisfactorily conducted, and issue the Certificate of Provisional Acceptance according to the procedure outlined in Article 7.16 of the Concession Agreement, while assisting HPA in the acceptance of completed Major Works. (g) Keep complete and appropriate records of all meetings and discussions held by the Independent Engineer. (h) Submit reports to HPA and the Competent Authority, including details on the

quality, time, and, if necessary, cost of the Major Works. (i) Monitor that contractors and implementing bodies take the necessary measures to comply with health and safety regulations.

3.2.3. Whenever HPA reasonably determines that any Major Works have been completed in all material respects according to the relevant approved study(-ies) and the requirements of the Concession Agreement and are ready for operation, HPA will notify the Independent Engineer in writing to inspect the works and confirm their completion. The Independent Engineer will begin the inspection within twenty (20) days of receiving such notice.

3.2.4. The Independent Engineer, HPA, and representatives of the Competent Authority will inspect the Major Works with the relevant contractor, following notification under Article 7.14, to verify that the works have been completed in all material respects according to the relevant approved studies, Standards and Specifications, and all other requirements of the New Concession Agreement and are ready for operation. HPA will grant the Independent Engineer access to the construction sites of the Major Works and to the relevant contractor(s) and their personnel. The duration of the inspection must not exceed ten (10) consecutive days. During this process, HPA may carry out minor works.

3.2.5. If, after inspection, the Independent Engineer confirms that the Major Works have been completed in all material respects according to the approved studies, Standards and Specifications, and all other requirements of the New Concession Agreement and are ready for operation, the Independent Engineer will issue a Certificate of Provisional Acceptance within thirty (30) days of the inspection's completion. For the issuance of the Certificate of Provisional Acceptance, the Independent Engineer must evaluate the fulfillment of the criteria set forth in Article 7 of the New Concession Agreement. The Independent Engineer cannot refuse or delay issuing the Certificate of Provisional Acceptance due to minor defects that are temporary, limited in scope, and of little significance, and that (either individually or collectively) do not substantially affect the safety or functionality of the Major Works or HPA's or the Port of Heraklion's users' ability to use the resulting facilities for commercial purposes. If minor defects are identified, the Independent Engineer must issue a Punch List along with the Certificate of Provisional Acceptance. The Independent Engineer will provide copies of the Certificate of Provisional Acceptance and, if applicable, the Punch List to HPA and the Competent Authority.

3.2.6. The Independent Engineer will issue a Certificate of Final Acceptance for the Major Works for which a Certificate of Provisional Acceptance has been issued in accordance with Article 7.16 of the New Concession Agreement: (a) Thirty (30) days from the issuance of the

relevant Certificate of Provisional Acceptance by the Independent Engineer, provided that: (i) No Punch List has been issued regarding the Major Works, and (ii) Neither HPA nor the Greek State has disputed the Independent Engineer's decision or such provisional acceptance, or any disputes have been resolved by the arbitration tribunal or the Technical Dispute Resolution Committee. (b) Thirty (30) days from the Independent Engineer's confirmation that HPA has addressed all items on the Punch List or substantially addressed them according to the applicable law, New Concession Agreement, and Standards and Specifications, provided that: (i) The procedure outlined in Article 7.15 has been reasonably followed for this confirmation, unless the Independent Engineer waives it with HPA's and the Competent Authority's consent. (ii) Neither HPA nor the Greek State has disputed the Independent Engineer's decision, or any disputes have been resolved by the arbitration tribunal or the Technical Dispute Resolution Committee. (c) Within twenty (20) days of the issuance of an arbitration tribunal or Technical Dispute Resolution Committee decision instructing the issuance of the Certificate of Final Acceptance.

3.2.7. Throughout the term of the Independent Engineer's contract: (a) They may provide opinions on the methods and techniques used, as well as the progress of the project's implementation, upon request by the project's implementing entities. (b) They must take into account reasonable suggestions from the project's implementing entity. (c) If the Independent Engineer refuses to approve studies, requests modifications to studies or works, or refuses to accept executed works, the refusal or request must be documented, justified, and substantiated in writing. (d) The Independent Engineer will maintain complete and appropriate records regarding all undertaken duties.

3.2.8. The Independent Engineer must not have any relationship with the project's contractors that could result in a conflict of interest.

3.2.9. The Independent Engineer is obligated to act with loyalty and due diligence towards the project's implementing entities and the Greek State, executing their duties timely and properly as specified in this agreement and contractually.

4 COOPERATION OF THE INDEPENDENT ENGINEER WITH OTHER INVOLVED PARTIES

4.1. During the execution of their contract, the Independent Engineer, their representatives, and their personnel shall refrain from any interference in the internal affairs and operations of Heraklion Port Authority S.A. (HPA), particularly in relation to HPA's fulfillment of its

obligations under the new concession agreement. The manner in which the Independent Engineer carries out their activities and duties must not give the impression of oversight or control of HPA's operations or limit HPA's rights.

4.2. The Independent Engineer, their representatives, and their personnel must not have any direct or indirect relationship with HPA that could create a conflict of interest.

4.3. The contract with the Independent Engineer is also co-signed by the Greek State and specifically provides for a duty of diligence and loyalty for the benefit of both the Greek State and HPA.

5 ESTIMATED FINANCIAL VALUE

The Estimated Fee for the execution of the Independent Engineer's work for areas (1) and (2) is calculated based on Article GEN.4 of the Regulation for Estimated Fees for Studies and Services, as currently in force, and is determined according to the time of employment and based on a proposed Project Team. The coefficient **tk** of Article GEN.3 of the Fee Regulation (K.A.P.A.) for the year 2024 is 1.399.

The Fee for the Independent Engineer for the specific area (3), which concerns the Review of Studies, Supervision - Monitoring of mandatory investments and major works (each exceeding €500,000) - Issuance of Certificates, is estimated at 4% of the estimated construction cost of the works, according to the table below:

No.	CATEGORY OF TASK/SUB-PROJECT	TOTAL ESTIMATED FEE PER CATEGORY OF TASK
1	Confirmation of the findings of the 1st Facilities Condition Assessment Report / Inspection - Evaluation of the 1st Facilities Restoration - Maintenance Plan	€40,000.00
2	Evaluation of the new updated Development Program and the accompanying Strategic Environmental Impact Assessment - Proposal of changes, if deemed appropriate (according to Article 6.2 of the new concession agreement)	€25,500.00
3	Review of Studies, Supervision - Monitoring of mandatory investments and major works (each exceeding €500,000) - Issuance of Certificates	4% of the contractual construction cost

TOTAL ESTIMATED VALUE OF THE INDEPENDENT ENGINEER'S WORK (excluding VAT):
€65,500.00

6 SELECTION CRITERIA

The Independent Engineer is selected through a competitive process in accordance with Article 27 of the new concession agreement and the Subcontracting and Sub-Concession

Assignment Regulations of Heraklion Port Authority S.A. (HPA). The Independent Engineer must meet the following requirements:

6.1 Exclusion Criteria

6.1.1 An economic entity is excluded from participating in this contract process (tender) if any of the following applies to them, or in the case of a consortium, to a member of the consortium, or to a member of the administrative, managerial, or supervisory body of the applicant, or any person with the power of representation, decision-making, or control of the entity:

The individuals to whom the exclusion criteria apply include:

- (a) For limited liability companies (EPE), private capital companies (IKE), and partnerships (OE and EE), the managers;
- (b) For public limited companies (AE), the managing director, the board members, and any person to whom the management and representation of the company has been assigned by a board decision;
- (c) For cooperatives, the board members; and
- (d) For all other legal entities, their legal representative.

A. When there is a final conviction for one of the following offenses:

- (a) Participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of October 24, 2008, on the fight against organized crime (OJ L 300, 11.11.2008, p. 42), and crimes under Article 187 of the Penal Code (criminal organization);
- (b) Active bribery, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or of EU Member States (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of July 22, 2003, on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), and as defined in national law of the economic entity, and the crimes under Articles 159A (bribery of political officials), 236 (bribery of public officials), 237(2-4) (bribery of judicial officers), 237A(2) (trading in influence – intermediaries), 396(2) (bribery in the private sector) of the Penal Code;
- (c) Fraud against the financial interests of the Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and Council of July 5, 2017, on the fight against fraud affecting the Union's financial interests by means of criminal law (OJ L 198/28.07.2017), and the crimes under Articles 159A (bribery of political officials), 216 (forgery), 236 (bribery of public officials), 237(2-4) (bribery of

judicial officers), 242 (false certification, forgery, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (grant-related fraud), 390 (breach of trust) of the Penal Code, and Articles 155 et seq. of the National Customs Code (Law 2960/2001, A' 265) when these offenses are directed against the financial interests of the European Union or are related to the infringement of those interests, and the crimes under Articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions for the criminal protection of the financial interests of the European Union) of Law 4689/2020 (A' 103);

- (d) Terrorist crimes or crimes related to terrorist activities as defined in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and Council of March 15, 2017, on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017), or instigating, aiding, or attempting to commit a crime as defined in Article 14 thereof, and the crimes under Articles 187A and 187B of the Penal Code, and the crimes under Articles 32-35 of Law 4689/2020 (A' 103);
- (e) Money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and Council of May 20, 2015, on preventing the use of the financial system for money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and Council, and repealing Directive 2005/60/EC of the European Parliament and Council and Commission Directive 2006/70/EC (OJ L 141/05.06.2015), and the crimes under Articles 2 and 39 of Law 4557/2018 (A' 139);
- (f) Child labor and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and Council of April 5, 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), and the crimes under Article 323A of the Penal Code (human trafficking).

If the exclusion period for the aforementioned cases (a) to (f) has not been determined by a final judgment, the period of exclusion is set at five (5) years from the date of the conviction by a final judgment.

B. Any violation of applicable obligations in the fields of environmental, social, and labor law established by EU law, national law, collective agreements, or international environmental, social, and labor law conventions referred to in Part II of Annex 12 of the new concession

agreement, as amended, supplemented, restated, and/or replaced from time to time, and specifically:

- ILO Convention 87 on Freedom of Association and Protection of the Right to Organize;
- ILO Convention 98 on the Application of the Principles of the Right to Organize and Collective Bargaining;
- ILO Convention 29 on Forced Labor;
- ILO Convention 105 on the Abolition of Forced Labor;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on the Worst Forms of Child Labor;
- Vienna Convention for the Protection of the Ozone Layer and the Montreal Protocol on Substances that Deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm Convention POPs);
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (PIC Convention) and its 3 regional Protocols.

6.1.2 The following also apply:

- (a) When the economic entity has failed to meet its obligations regarding the payment of taxes or social security contributions, and this has been established by a final and binding judgment or administrative decision according to the provisions of the country where it is established or the national law; or
- (b) When HPA can prove by appropriate means that the economic entity has failed to meet its obligations regarding the payment of taxes or social security contributions.

If the economic entity is a Greek citizen or has its establishment in Greece, the obligations related to social security contributions include both main and supplementary insurance.

The obligations in paragraphs (a) and (b) of Article 6.1.2 are not considered breached if they are not overdue or have been subject to a binding settlement that is being observed.

The failure to pay social security contributions is examined with respect to the candidate themselves, or a member of their administrative, managerial, or supervisory body, or another person who has the power of representation, decision-making, or control.

6.2 Criteria of Economic and Financial Adequacy

A candidate will also be excluded if their annual turnover (updated average of the last three audited financial years) is not equal to or greater than €100,000.00.

6.3 Guarantees of Participation and Good Execution

6.3.1 Candidates must submit a Participation Guarantee with their offers, amounting to 2% of the estimated fee of the Independent Engineer as stated in Article 5 of this Tender, which corresponds to €1,310.00. The participation guarantee will be returned by HPA to rejected candidates after the completion of the tender, and to the successful candidate upon the signing of the Independent Engineer's contract.

If the documents submitted do not prove the conditions for participation outlined in this Invitation, the candidate's offer will be rejected, and their participation guarantee will be forfeited in favor of HPA. The contract will then be awarded to the next highest-ranked candidate.

6.3.2 The successful candidate will also be required to provide a Performance Guarantee amounting to 5% of the contract value upon signing the Independent Engineer's agreement. If the provisional Independent Engineer fails to provide this guarantee, the contract will not be signed, and HPA may enter into a contract with the second-highest-ranked candidate.

6.3.3 In the case of a consortium, the guarantees must state that they cover the obligations of all members participating in the consortium.

6.3.4 If the Independent Engineer is required to provide services for area (3), which concerns the Review of Studies, Supervision - Monitoring of mandatory investments and major works (each exceeding €500,000) - Issuance of Certificates, HPA may activate this option by providing a unilateral written notice to the Independent Engineer at least 20 days in advance. The Independent Engineer will then be required to provide the services and submit a Performance Guarantee of 5% of the contract extension value, along with a professional liability insurance policy for at least €500,000 per incident and €1,000,000 total per year.

6.4 Specialized Knowledge and Proofs of Expertise

6.4.1 Suitability for the exercise of professional activity: A candidate is excluded if they fail to prove their qualifications to work as a technical consultant engineer in Greece, according to Articles 75(par. 2) and 77 of Law 4412/2016 (or, as appropriate, benefit from the services and

support of a team including one or more professionals). If a candidate wishes to benefit from the services and support of a team including one or more professionals meeting this criterion, this will be accepted as fulfillment of the candidate's qualifications, provided it is directly satisfied by a permanent member of the Independent Engineer's Project Team. This condition must also be met by the Independent Engineer throughout the duration of their contract.

6.4.2 Previous experience: Candidates must have at least 12 years of proven experience in the field of port/maritime projects (study execution, technical consulting, and construction supervision).

6.4.3 Similar projects: Candidates must:

- (A) Have completed two (2) port/maritime projects as a designer, construction supervisor, independent engineer, or technical consultant. One of these projects must be of comparable size and scale.
- (B) Have completed at least one (1) project as an independent engineer or technical consultant for lenders or owners related to a concession of infrastructure projects of comparable size and scale.

6.5 Certified Quality Assurance Systems

Candidates must comply, under penalty of exclusion, with:

- (a) ISO 14001:2015, for the implementation of an environmental management system with a reference to "Engineering Services" issued by an accredited certification body.
- (b) ISO 9001:2015, for the implementation of a quality management system with a reference to "Engineering Services" issued by an accredited certification body.
- (c) ISO 45001, for the implementation of a health and safety management system with a reference to "Engineering Services" issued by an accredited certification body.
- (d) ISO 37001:2016, for the establishment, implementation, maintenance, and improvement of an anti-bribery management system.

6.6 Civil Liability Insurance

Candidates must be insured against professional liability risks for at least €500,000 per incident and €1,000,000 total per year.

6.7 Technical Proposal

6.7.1 The technical proposal must include the following information: (i) A description of the methodology and work plan for the execution of the Independent Engineer's services, aiming to demonstrate that the candidate:

- Has the capacity to complete the work within the required timeframe,
- Has sufficient personnel for the project,
- Can provide the required services promptly,
- Understands the project and the critical issues related to achieving the Contracting Authority's goals,
- Has an appropriate overall approach to the project,
- Has identified the specific conditions of the project,
- Has identified risks and assumptions that may affect the smooth implementation of the Contract, and
- Provides a reasonable approach to the tasks and issues of the project,
- Identifies the project location correctly and has knowledge of the area.

(ii) A list of the proposed Project Team by specialty and the organization of the team, specifying the tasks assigned to each team member and their schedules. Candidates must include in their proposals (based on their previous experience with similar tasks and projects) their own view of the best organization of the team and the project to carry out all duties of the Independent Engineer. The team should consist of all necessary core and secondary personnel, who will perform their respective duties as required by the project and the scope of the Independent Engineer's services, derived from the new concession agreement and this Invitation. Indicative (but not limited to) positions include:

- Team Leader (12+ years of experience),
- Port Engineer/Civil Engineer (12+ years of experience),
- Electrical Engineer (12+ years of experience),
- Mechanical Engineer (12+ years of experience),
- Architect (12+ years of experience),
- Environmental Engineer (12+ years of experience),
- Civil Engineer of any specialty (8+ years of experience),
- Urban Planner (8+ years of experience),
- Economist (8+ years of experience), etc.

All core and additional personnel of the Independent Engineer must have significant experience in their respective areas of expertise in similar projects.

6.7.2 When selecting the Project Team and preparing their offers, candidates must take into account the following terms, which will also be reflected in the Independent Engineer's contract:

- (a) The Project Team of the Independent Engineer will not differ from the one proposed in the Candidate's Offer.
- (b) Replacement of key personnel (i.e., the Team Leader and their deputies) will only be considered in unavoidable circumstances.
- (c) If instructed in writing by HPA to replace any officer, employee, or representative, the Independent Engineer must immediately arrange for the replacement of the relevant person with someone of suitable competence, as approved by HPA. The cost of this replacement will be borne by the Independent Engineer.
- (d) The Independent Engineer must obtain prior written approval from HPA for any change in the personnel employed by the Independent Engineer during the execution of the Services, and HPA's refusal to approve must not be unjustified.
- (e) Any person replacing someone who leaves must have at least equivalent experience and expertise to the person being replaced.
- (f) Subcontractor personnel for the project (if applicable) must also be presented in the Offer.

6.8 Financial Proposal

6.8.1 When preparing the Financial Proposal, candidates are expected to take into account the requirements and conditions described in this Invitation. The financial proposal must follow the standard forms in Appendix B of this document.

6.8.2 The amount of the Financial Proposal includes any deductions and third-party deductions, as well as any other charges except VAT. The price without VAT will be considered for comparison of the Offers.

6.8.3 The price is quoted in euros with two decimal places. The total amount is rounded to two decimal places, adjusted upwards if the third decimal place is equal to/or greater than five, and downwards if it is less than five.

6.8.4 Any Offer that stipulates a condition for price adjustment will be rejected as unacceptable.

6.8.5 Billing Plan: When preparing their Offers, candidates must consider the following billing plan, which will be detailed in the Independent Engineer's contract:

- HPA will pay the Independent Engineer an amount equal to 10% of the contractual fee for each task (1) and (2) (see financial proposal form in Appendix A), at the start of work on each task.
- HPA will pay the Independent Engineer the remaining contractual amount for each task upon the full and satisfactory completion of each task.
- At the start of construction works for each major project and upon the installation of the project's construction contractor, the Independent Engineer will be entitled to receive an amount equal to 10% of the contractual fee.
- During the execution of construction works, for each major project, the Independent Engineer will be entitled to receive an amount equal to 70% of the contractual fee, which will be divided into accounts according to the progress of the works, as reflected in the corresponding accounts of the Construction Contractors. The Independent Engineer will submit these accounts to HPA as soon as possible, accompanied by the necessary invoices, supporting documents, and other appropriate materials for payment.
- In the event of an extension of the duration of construction works falling within the scope of the Independent Engineer's duties, a corresponding extension of the Independent Engineer's contract will be granted without increasing the contractual cost.
- HPA will arrange for the periodic payment of the Independent Engineer as described above, within thirty (30) days of receiving accounts with all necessary documentation from the Independent Engineer.
- The final payment, amounting to 20% of the Independent Engineer's contractual fee, will take place after the issuance of the Certificate of Final Acceptance by the Independent Engineer in accordance with paragraph 7.18 of the new concession agreement.

7 SUBMISSION OF OFFERS – OFFER DOCUMENTATION – DEADLINE FOR VALIDITY OF OFFERS

7.1 Submission Process

7.1.1 Offers must be submitted in person or by an Authorized Representative of the candidate to the Central Protocol Office at the Port of Heraklion, Nearchou Avenue, 712 01, Heraklion, Greece.

7.1.2 Offers may also be sent to the Central Protocol Office of HPA by any means and will be received upon proof of receipt, provided that these Offers are delivered to the Central Protocol Office of HPA before the deadline specified in Article 2.2.4.

7.1.3 Candidates are responsible for sending the sealed Offer Envelope until it is received by HPA. Any insurance costs, customs duties, and transportation fees are borne by the candidate.

7.1.4 The candidate is responsible for and assumes the risk of any event, including force majeure, that may result in the untimely or improper submission of the Offer Envelope.

7.1.5 Offers submitted after the specified date and time are considered overdue and will be returned unsealed.

7.2 Offer Envelope

7.2.1 Offers (Participation Documents, Technical Proposal, and Financial Proposal) must be submitted in a sealed Offer Envelope, in one (1) original and one (1) CD containing the electronic files of the offer. In the event of a discrepancy between the original offer and the CD, the original offer prevails.

7.2.2 The Offer Envelope must clearly state the following:

- The word "OFFER."
- The number and title of the invitation to submit offers.
- The detailed information of the candidate.

7.2.3 The Offer Envelope includes three sealed and closed sub-envelopes: (i) the Participation Documents Sub-Envelope, (ii) the Technical Proposal Sub-Envelope, and (iii) the Financial Proposal Sub-Envelope. Each sub-envelope must bear the labels of the main envelope (as outlined above in par. 7.2.2) and be titled as follows: "PARTICIPATION DOCUMENTS," "TECHNICAL PROPOSAL," "FINANCIAL PROPOSAL."

7.2.4 If the contents of any of the sub-envelopes cannot fit inside the main envelope due to their volume, they should be packaged separately and accompany the main envelope with the label "Appendix to the Technical Proposal Sub-Envelope" and the other labels of the main envelope.

7.2.5 Offers must not have clippings, erasures, additions, or corrections. If there is any addition or correction to the offer, it must be clearly written and initialed by the Authorized Representative of the candidate, and the competent authority for receiving and opening offers will, during the review, initial and stamp any corrections or additions. The offer will be rejected if corrections render the offer unclear, at the discretion of the Contracting Authority's Evaluation Committee.

7.3 Contents of Sub-Envelopes

7.3.1 Participation Documents Sub-Envelope

The Participation Documents Sub-Envelope must include the following documents from the candidates, under penalty of rejection of the offer:

General documents:

- **A.1** To prove the absence of exclusion grounds as specified in paragraph 6.1.1, economic entities must provide the corresponding documents mentioned below:

If the Member State or country responsible for issuing the documents does not issue such documents or certificates, or if the documents or certificates do not cover all the cases mentioned in paragraph 6.1.1, the documents or certificates may be replaced by a sworn statement, or, in Member States or countries where a sworn statement is not provided for, by a solemn declaration made before a competent judicial or administrative authority, notary, or professional or commercial authority of the Member State or country of origin or country where the economic entity is established. Competent public authorities must, where necessary, provide an official statement indicating that the documents or certificates of this paragraph are not issued or that these documents do not cover all the cases referred to in paragraph 6.1.1.

Specifically, economic entities must provide:

- (a) For paragraph 6.1.1 (a to f), an excerpt from the relevant registry, such as the criminal record, or, in its absence, an equivalent document issued by a competent judicial or administrative authority of the Member State or country of origin or the country where the economic entity is established, showing that these conditions are met, which must be issued up to three (3) months before submission.

The obligation to submit the above-mentioned excerpt also applies to the members of the administrative, managerial, or supervisory body of the economic entity or to the persons who have the power of representation, decision-making, or control over it, as specifically mentioned in paragraph 6.1.1.

- (b) For paragraph 6.1.2, a certificate issued by the competent authority of the relevant Member State or country, valid at the time of submission, or, if no validity period is indicated, issued within three (3) months before submission.

Particularly for economic entities established in Greece, they must provide:

- (i) For the proof of fulfillment of tax obligations under paragraph 6.1.2, cases (a) and (b), a tax clearance certificate issued by the Independent Authority for Public Revenue (IAPR) for the economic entity and for the joint ventures in which it participates for ongoing public works. Foreign bidders must submit a solemn declaration that they have no tax obligations in Greece. If they do have such obligations, they must submit the relevant document from the IAPR.
- (ii) For the proof of fulfillment of social security obligations under paragraph 6.1.2, cases (a) and (b), a social security clearance certificate issued by the e-EFKA. The social security clearance covers the social security obligations of the economic entity (a) as a natural or legal person for its personnel under employment, (b) for projects it carries out alone or in a joint venture, and (c) for the personnel-engineers who hold the company's professional license and are required to be insured with the e-EFKA (former ETAA-TMEDE sector). Greek economic entities must submit a social security clearance certificate (main and supplementary insurance) for their personnel under employment. Social security clearance certificates for individuals who hold the company's professional license as partners do not constitute proof of the company's compliance. Foreign bidders (natural and legal persons) who do not submit the above-mentioned documents must submit a solemn declaration stating that they do not employ personnel for which insurance with Greek social security institutions is required. If they do employ such personnel, they must submit the relevant social security clearance certificate issued by the e-EFKA.
- (iii) For paragraph 6.1.2, in addition to the above-mentioned certificates, a solemn declaration stating that no final and binding judicial or administrative decision has been issued regarding the breach of their obligations concerning the payment of taxes or social security contributions.
- (c) For paragraph 6.1.1, case (a), a certificate issued by the competent authority of the relevant Member State or country, issued within three (3) months before submission.

Particularly for economic entities established in Greece, they must provide:

- (i) A Unified Certificate of Judicial Solvency from the competent Court of First Instance, showing that they are not subject to bankruptcy, bankruptcy

composition, forced administration, or judicial liquidation, or that they have not entered into a rehabilitation process. For private capital companies (IKE), an additional certificate from the General Commercial Registry (GEMI) is provided, certifying that no dissolution decision or application for dissolution has been issued, and for limited liability companies (EPE), an additional certificate of changes is provided.

- (ii) A certificate from GEMI showing that the legal entity has not been dissolved and is not under liquidation by decision of its partners.
- (iii) A printout of the “Registry/Company Details” page from the Independent Authority for Public Revenue’s (IAPR) electronic platform, as displayed on taxisnet, showing that the business activity has not been suspended.

For associations and cooperatives, the Unified Certificate of Judicial Solvency is issued for associations by the competent Court of First Instance, and for cooperatives until December 31, 2019, by the Peace Court, and after that date by GEMI.

- (d) For other cases of paragraph 6.1.1, a solemn declaration by the economic entity stating that the exclusion grounds specified in the paragraph do not apply to them.

All the above-mentioned documents must be certified by the competent authority of the country of the candidate's establishment and accompanied by an official translation into Greek.

- (e) To prove legal representation, in cases where the economic entity is a legal entity and is required by applicable law to register its representation and changes thereto with a competent authority (e.g., GEMI), it must submit a certificate of current representation, issued no more than thirty (30) business days before submission, unless it bears a specific validity period.

Specifically for Greek economic entities, the following must be submitted:

- (i) To prove legal representation, in cases where the economic entity is a legal entity and is required by applicable law to register its representation and changes thereto with GEMI, it must submit a certificate of current representation, issued no more than thirty (30) business days before submission.

- (ii) To prove the legal establishment and changes of the legal entity, a general certificate of changes from GEMI, issued within three (3) months before submission.

In other cases, the appropriate legal establishment and representation documents (such as articles of association, certificates of changes, corresponding Government Gazette publications, decisions of administrative authorities, etc., depending on the legal form of the economic entity), accompanied by a solemn declaration from the legal representative that they remain valid at the time of submission.

If powers have been granted to a person beyond those mentioned in the above documents for the purposes of this contract award process, an additional decision-minute of the competent statutory administrative body of the legal entity must be submitted, granting the relevant powers. For natural persons, if powers have been granted to third parties, an authorization from the economic entity with a certified signature from a competent authority must be submitted.

Foreign economic entities must submit the relevant documents provided by the law of their country of establishment, and if they are not provided, a solemn declaration from the legal representative, proving the legal establishment, changes, and representation of the economic entity.

The above solemn declarations are accepted, provided they have been prepared after the notification of the invitation to submit documents and the authenticity of the signature is certified by a competent authority.

The above-mentioned documents must prove the legal establishment of the economic entity, all relevant amendments to the articles of association, the person(s) legally binding the company on the date of the tender (legal representative, signing authority, etc.), any third parties to whom representation powers have been granted, as well as the term of office of the legal representative and/or members of the administrative body.

- **A.2.** Associations of economic entities submitting a joint offer must submit the above documents, as applicable, for each individual economic entity participating in the association.
- **A.3. Other Documents:**
 - i. A brief description of the candidate's organization and resources – Candidate Profile.

- ii. The decision of the competent management body of the candidate to participate in the tender, submit the Offer, and appoint its Authorized Representative to sign and submit the Offer.
- iii. A Binding Declaration from the Candidate stating that:
 - a. It (and its legal representatives) meets all the criteria of the invitation.
 - b. It has fully reviewed the content of this Invitation and unreservedly accepts its terms.
 - c. It acknowledges that its participation in the Process is at its sole risk and expense and that such participation does not entitle it to any compensation from HPA or its personnel.
 - d. It acknowledges that exclusion from the offer or failure in the offer does not create any right to compensation for candidates.
 - e. All documents, information, and statements included in the Offer are complete, true, and correct.
 - f. In the case of an Association of Economic Entities, the members of the Association will be jointly and severally liable for the performance and fulfillment of the Independent Engineer Agreement's responsibilities and, in the case of special or universal succession, will also bind their successors to continue participating. Under the same terms, the Association of Economic Entities.
- iv. The Participation Guarantee as specified in paragraph 6.3.
- v. Copies of the candidate's financial statements for the last three (3) audited financial years, proving compliance with the criterion of paragraph 6.2. If the candidate is a parent company, consolidated financial statements for the last three (3) audited financial years must also be submitted.
- vi. When submitting its offer, each candidate must declare that:
 - (a) It has been fully informed and agrees to comply with all the terms of the aforementioned Concession Agreement between HPA and the Greek State, ratified by Law 5126/2024 (Government Gazette A' 115/2024), concerning its position as a Candidate and Contractor, and understands that the October 2024 Subcontracting and Sub-Concession Assignment Regulations of HPA are intended to implement the relevant provisions of the above Agreement, and

that the terms of the Agreement take precedence in the event of conflict with the provisions of this Regulation.

- (b) It has understood and accepts that transparency in its financial transactions with HPA in the context of the Independent Engineer Agreement directly impacts the rights derived by the Greek State from the aforementioned Concession Agreement with HPA.
- (c) It accepts that, in the event of termination and expiration of the above Concession Agreement, within sixty (60) days of such termination, the Greek State will be entitled to assume the Independent Engineer Agreement under the same terms and conditions applicable to HPA.
- (d) If awarded the Independent Engineer Agreement, it accepts and agrees to inform HPA in writing of any change in its ownership and control structure, up to the level of the ultimate beneficial owners of its shares, within fifteen (15) days of such change, otherwise, in addition to HPA's right to terminate the Independent Engineer Agreement and claim compensation for the material and moral damage caused by such omission, it must also pay the penalty stipulated in the Independent Engineer Agreement. In any case, it acknowledges and accepts that the competent Government Authority of the Greek State may at any time request and assess information regarding the ownership and control structure of the contractor, up to the level of the ultimate beneficial owners, and failure to provide such information will entitle the Greek State to declare the termination of the relevant agreement.
- (e) If awarded the Independent Engineer Agreement and requested by the competent Government Authority of the Greek State, HPA will be entitled to terminate the Independent Engineer Agreement if, due to its ownership structure or control of the relevant Subcontractor, the Greek State's Government Authority expresses national security concerns or objections regarding the contractor's employment, without retaining any claim against HPA or the Greek State due to such termination.

- (f) It promises that, upon request from the Greek State, it will deliver to the Greek State any written confirmation regarding the above-mentioned matters, in a form and content reasonably satisfactory to the Greek State, otherwise, the Greek State may request HPA to terminate the agreement.
- **A.4. Documentation of Specialized Knowledge and Proofs of Expertise:**
 - i. A certificate of registration in a professional registry in the candidate's country of establishment.
 - ii. Proofs of the candidate's qualifications to work as a technical consultant engineer in Greece, according to the provisions of Articles 75(par. 2) and 77 of Law 4412/2016. If the candidate relies on the services and support of a team including one or more professionals who meet the above criterion, the proofs will be accepted as fulfilling the criterion for the candidates, provided they are directly attributed to a permanent and on-site member of the Independent Engineer's Project Team. The requirement must be met continuously throughout the duration of the Independent Engineer Agreement.
 - iii. A table of previous projects that certify the required professional experience as specified in paragraph 6.4. This table must include, among other things, a brief description of each project and information about the type of project, its value and geographic location, the degree of involvement of the supervising or independent engineer (in at least 50% of the overall project). If the candidate relies on the services and support of a team including one or more professionals who meet the above criterion, the proofs will be accepted as fulfilling the criterion for the candidates, provided the related services have been directly assigned and provided (in at least 50% of the overall project) by one or more active permanent members of the Project Team.
 - iv. Relevant certificates, lawfully issued by the employer, proving the candidate's involvement in the projects mentioned above, especially regarding projects that demonstrate fulfillment of the similar projects criterion described above. If the candidate relies on the services and support of a team including one or more professionals who meet the above criterion, the proofs will be accepted as fulfilling the criterion for the

candidates, provided the related services (and the related certificate) have been directly assigned and provided (in at least 50% of the overall project) by one or more permanent and on-site members of the Project Team.

- v. The requested Quality Assurance Certificates (ISO) in accordance with Article 6.5 or equivalent certificates, valid at the time of submission.
- vi. An insurance policy or a solemn declaration that, before signing the extension of the Independent Engineer Agreement (for the specific task (3) related to the Review of Studies, Supervision – Monitoring of mandatory investments and major works (each exceeding €500,000) – Issuance of Certificates), the Independent Engineer will submit to HPA an insurance policy against professional liability risks for an amount of at least €500,000 per incident and €1,000,000 in total, in accordance with Article 6.6.
- vii. Any certifications/qualifications related to Project Management expertise, such as CAPM (Certified Associate in Project Management), PgMP (Program Management Professional), or other relevant qualifications.

The Participation Documents Sub-Envelope must also include the above-mentioned documents – except for the Tax Clearance Certificate – for Subcontractors who lend experience to the candidate as if they were the candidates themselves.

7.3.2 Technical Proposal Sub-Envelope

The Technical Proposal Sub-Envelope must include the detailed description of the Methodology and Work Plan, with the following attachments:

1. A list of the candidate's personnel who will be employed for each task and specific job (hereinafter referred to as the Project Team) and will meet the requirements specified in paragraph 6.7.1 (ii), categorized as follows:
 - Employees or associates of the candidate for at least three (3) years, during the last five (5) years, before the year of this tender (2019 – 2023).
 - Associates of the company with a valid contract of at least one year from the submission of the Offers.
 - Personnel of subcontractors, subject to the provisions of paragraph 6.1. above.
2. A detailed description of the above Project Team.
3. CVs of the Project Team, recent (up to 30 calendar days before the submission of the offer), signed by the proposed professional personnel and the Authorized Representative submitting the proposal. The basic

information must include the total number of years working or collaborating with the candidate and the degree of responsibility held in various tasks during the last five years before the year of this tender (2019-2023).

4. The organization of the Project Team and estimates of the total personnel input (professional and support staff-time) required for the execution of the Independent Engineer's total scope, supported by bar charts showing the proposed time for each professional member of the Project Team. Any additional information deemed necessary by the candidate.

The technical proposal must not include financial information.

7.3.3 Financial Proposal Sub-Envelope

The sealed Financial Proposal Envelope must include the candidate's financial proposal, prepared in accordance with the template in APPENDIX A.

7.4 Tender Opening Procedure

7.4.1 The process of Tender opening will be conducted by the evaluation committee.

7.4.2 The Financial Proposal Sub-Envelopes will not be opened but will be initialed by the Evaluation Committee and stored.

7.4.3 The Evaluation Committee will first (a) identify the Offers submitted in due form (on time, place, and process) and (b) immediately proceed to review and evaluate the fulfillment of the criteria set out in the invitation. Offers duly submitted and meeting the criteria will be designated by the Committee as Acceptable Offers.

7.4.4 The Technical Proposal Sub-Envelopes of Acceptable Offers will be opened and evaluated after the completion of the procedure in paragraph 7.4.3.

7.4.5 The Financial Proposal Sub-Envelopes of Acceptable Offers will be opened immediately after the completion of the above procedures in paragraphs 7.4.3 and 7.4.4.

7.4.6 The envelopes of Offers deemed unacceptable will not be opened but will be returned to the Candidates.

7.4.7 The Committee reserves the right to request additional evidence or clarifications from the Candidates at any stage of the evaluation process, based on the equal treatment of Candidates.

7.4.8 Offers remain valid and binding on the Candidates for ninety (90) calendar days from the day following the day of the Tender.

8 SELECTION AND AWARD PROCEDURE

8.1 Criteria for Award and Selection of the Independent Engineer (IE)

The evaluation committee, appointed by Heraklion Port Authority S.A. (HPA), evaluates the proposals based on their compliance with the requirements set out in this invitation, applying the following evaluation criteria:

8.1.1. Technical Proposal Evaluation/Technical Score:

- (i) Methodology and work plan: up to 30 points.
- (ii) Experience in ports (Greece or abroad) acting as Designer, Technical Consultant, Construction Supervisor, Independent Engineer: up to 40 points.
- (iii) Description of the organization and qualifications of the Project Team with relevant experience in Greek ports: up to 30 points.

The technical score (S_t) = maximum total points 100.

8.1.2. The formula for determining the financial score (S_f) is applied as follows:

- **$S_f = 100 \times FM/F$**

Where:

- **S_f** is the financial score.
- **FM** is the Financial Proposal with the lowest price.
- **F** is the price of the Proposal Under Review.

8.1.3. Proposals will be ranked based on their combined technical (S_t) and financial (S_f) scores, using the following weightings:

- **T** = weighting factor of 70% for the technical proposal.
- **P** = weighting factor of 30% for the financial proposal.
- **$T + P = 1$.**

8.1.4. The combined technical and financial score, **S** , is calculated as follows:

- **$S = S_t \times T \% + S_f \times P \%$.**

8.1.5. The candidate with the highest combined technical and financial score (**S**) will be ranked first and will be the provisional Independent Engineer (IE). In the event of a tie, the candidate with the higher technical score (S_t) will be ranked first and will be the provisional Independent Engineer (IE).

8.1.6. The result of the tender is final and binding for the candidates, who acknowledge and accept (by their unconditional participation in the tender) that it cannot be disputed, challenged, or contested in any way, and therefore any objection will be immediately rejected without further justification by HPA.

8.2 Contract Award

8.2.1. The selected Independent Engineer (IE) is required to appear within 15 days of receiving the notification, providing a performance guarantee, in order to sign the relevant contract and submit any additional supporting documents or clarifications requested by HPA.

8.2.2. HPA may also cancel the tender result if the services are no longer needed for any reason.

8.2.3. The relevant notification to the selected IE includes at least the following elements:

- (a) The service to be provided.
- (b) The time frame for contract execution.
- (c) The financial consideration (price).
- (d) The contract award in accordance with the terms of the Invitation to Submit Offers and the draft Independent Engineer Agreement.
- (e) The deadline for signing the Independent Engineer Agreement.

8.3 Duration – Termination of Contract

The duration of the Independent Engineer's contract is set at five (5) years.

The Independent Engineer Agreement may only be terminated or modified:

- (a) With the written consent of the Parties.
- (b) For reasons of national security upon the request of the Greek State.
- (c) If the Independent Engineer ceases to meet the criteria specified in APPENDIX 27.2 of the Concession Agreement or violates essential obligations stipulated in this Invitation and the Independent Engineer Agreement.
- (d) Upon request of either Party, if the Independent Engineer's term exceeds five (5) years.
- (e) The duration of the Independent Engineer Agreement will not exceed the requirements of the mission.

8.4 Rejection of Offers

Offers will be rejected if:

- (a) The offer is received at the specified location after the deadline for submission of offers.
- (b) The offer does not meet the criteria, conditions, and requirements set forth in this Invitation, and in the manner described.

- (c) The offer contains significant provisions or restrictions contrary to those of this Invitation.

9 APPLICABLE LAW

9.1 The Independent Engineer of the project and the Contracting Authority must make every effort to settle any disputes arising from their relationship during the term of the contract through extrajudicial means.

9.2 Any disagreement or dispute will be resolved by the competent Courts of Heraklion, in accordance with both the substantive and procedural rules of Greek law.

APPENDIX A - FINANCIAL OFFER TEMPLATE

To:

[Name and address of Heraklion Port Authority S.A.]

Dear Sirs/Madams,

We, the undersigned, hereby offer to provide the consulting services for the Independent Engineer in accordance with your Invitation for the Project: "CONCESSION REGARDING THE USE AND EXPLOITATION OF CERTAIN AREAS AND ASSETS WITHIN THE PORT OF HERAKLION" dated () [Date] and our Offer. **Our attached Financial Proposal amounts to the sum of Euros (),** which includes all taxes, fees, and expenses for the provision of the requested services.

Our Offer will remain valid and binding (unconditionally) for Heraklion Port Authority S.A. for ninety (90) calendar days from the day following the date of the Tender.

We understand that you are not bound to accept any Proposal you receive and that we will not be entitled to any additional compensation for the proposed services, nor will we have the right to renegotiate or reconsider this amount.

Sincerely,

_____ [Authorized signature]

_____ [Name and title of signatory]

_____ [Candidate's company name]

_____ [Address]

FINANCIAL OFFER FORM

PROJECT: PROVISION OF INDEPENDENT ENGINEER SERVICES IN ACCORDANCE WITH THE PROVISIONS OF THE NEW CONCESSION AGREEMENT BETWEEN THE GREEK STATE (GS) AND HERAKLION PORT AUTHORITY S.A. (HPA) REGARDING THE USE AND EXPLOITATION OF CERTAIN AREAS AND ASSETS WITHIN THE PORT OF HERAKLION

CONTRACTING AUTHORITY: HERAKLION PORT AUTHORITY S.A. (HPA)

ECONOMIC ENTITY:

FINANCIAL OFFER (in euros)

No.	CATEGORY OF TASK / SUB-PROJECT	TOTAL ESTIMATED FEE PER TASK / SUB-PROJECT	OFFERED DISCOUNT RATE % (In Words)	OFFERED DISCOUNT RATE % (Numerically)	TOTAL OFFERED PRICE PER TASK / SUB-PROJECT
1	Confirmation of the findings of the 1st Facilities Condition Assessment Report / Inspection - Evaluation of the 1st Facilities Restoration - Maintenance Plan	€40,000.00			
2	Evaluation of the new updated Development Program and the accompanying Strategic Environmental Impact Assessment - Proposal of changes, if deemed appropriate (according to paragraph 6.2 of the new concession agreement)	€25,500.00			
3	Review of Studies, Supervision - Monitoring of mandatory investments and major works (each exceeding €500,000) - Issuance of Certificates	4%			

TOTAL FOR INDEPENDENT ENGINEER SERVICES (excluding VAT): €65,500.00