



PROCUREMENT & INVESTMENT DIVISION

**TED 081/2022
REQUEST FOR PROPOSAL
FOR THE UPGRADE OF SUBSTATION 6A OF ThPA SA**

SUMMARY OF THE CALL

OPEN CALL	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main line of business: Port services Address: Inside the Port of Thessaloniki PC 54625, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website address: http://www.thpa.gr
Deadline for the Submission of Bids	21/6/2022
Deadline for the submission of Requests for Clarification	16/6/2022
Awarding Criterion	Price and qualitative criteria
Contact for information/clarifications	For the tender procedure Name: Giorgos Papageorgiou Email: gpapageorgiou@thpa.gr Tel.: +30 2310593305 Name: Anastasia Sachinidou Email: asachinidou@thpa.gr Tel.: +30 2310593354 On technical issues Name: Giorgos Siskos Email: gsiskos@thpa.gr Tel.: +30 2310593523

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1 – Physical and Financial Object

1.1 Physical Object

This Call concerns the upgrade of Substation 6A of ThPA SA and includes the part of the medium voltage installation, the transformers but also the low voltage part, which all form a stage of the overall upgrade of the said substation. In particular, it covers:

1. The replacement of the 500KVA transformer with another 1000KVA one
2. The dismantling of the existing medium and low voltage fields
3. The supply and installation of new medium and low voltage fields
4. The medium and low voltage connection cables
5. The connections and disconnections of all the above
6. The installation of the internal ground strip of the substation,

as detailed in Part B hereof.

Those interested in submitting a bid can visit the Port premises following a relevant consultation with the competent Division of ThPA SA, in order to get an immediate view of the works described herein. The competent staff of ThPA SA shall provide any necessary information or assistance (tel: 2310 593354_Ms Anastasia Sachinidou).

1.2 Award Criterion

The criterion for awarding the procurement is the most economically advantageous offer, based on the price and the following qualitative criteria.

	Element of evaluation	Weighting Factor
1	Understanding the project	25 %
2	Technical staff that will be employed - experience	30%
3	Idle time per phase of the object (a. delivery of MV panels, b. LV panels and c. Transformer)	15%
4	Completion time of the phases of the object (a. delivery of MV panels, b. LV panels and c. Transformer)	15%
5	Warranties	10%
6	After sale service	5%

1.3 Delivery Time

The total delivery time will be determined by the participants in their bid and should not exceed three (3) months, from the date of the award.

In case of late delivery, a penalty clause of 3% of the contract value will be imposed, for each week of delay, with a maximum of 5%.

ARTICLE 2 - Right of participation - Quality Selection Criteria

2.1 Eligible participants

2.1.1 Bid submission shall be open to legal entities whose main professional activity is related to the object of this call. Economic associations or Joint Ventures are not allowed to participate in this Call.

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, private companies-IKE, the Chairman and the CEO for the case of SAs and the natural persons performing management duties in other cases for:
 - a) participation in a criminal organization, pursuant to article 2(1) of Joint Action No. 98/733/JHA of the Council of the European Union;
 - b) bribery, as defined in Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of 98/742/CFSP of the Council
 - c) fraud in the sense of article 1 of the Convention on the protection of financial interests of the European Communities,
 - d) money laundering, within the meaning of Article 1 of Council Directive No. 91/308/EEC, on prevention of the use of the financial system for the purpose of money laundering,
 - e) embezzlement (article 375, Criminal Code)

- f) fraud (article 386-388, Criminal Code)
- g) extortion (article 385, Criminal Code)
- h) forgery (article 216-218, Criminal Code)
- i) perjury (article 224, Criminal Code)
- j) bribery (article 235-237, Criminal Code)
- k) bankruptcy fraud (article 398, Criminal Code)

2.2 Qualitative Selection Criteria

2.2.1. Financial Standing

With regard to financial standing required for this contract award procedure, legal entities are required:

- to have an average turnover in the last 3 years (2018-2020) equal to or greater than one million euros (1,000,000.00 €).
- To have an average special turnover of electrical works in the last 3 years (2018-2020), amounting to 500,000 euros.
- to hold a Class 1 insurance policy by an Insurance Company, covering:
 - a) General Liability & Product Liability with a minimum maximum limit for liability per event and a maximum annual limit of € 500,000 & € 500,000.
 - b) Professional Civil Liability with a minimum maximum liability per event and a maximum annual limit of € 500,000 & € 500,000 respectively
 - b) Employer Liability with a minimum maximum liability per event and a maximum annual limit of € 500,000 & € 500,000 respectively

2.2.2 Technical- Professional competence

As regards technical and professional competence for this process, participants are required to:

- submit a solemn statement stating that they are staffed, as required, by four (4) technicians, employed in the project, with the following supporting documents:
 - 1. Qualified electrical or mechanical engineers or
 - 2. Graduate electrical or mechanical engineers, who have professional rights of the 4th group of the 1st Specialization, in accordance with the specification in the P.D. 108/2013.
- have at least five (5) years of experience in the field of Medium Voltage Electrical Installations (20KV).
 - have the necessary staff for the execution of works

2.2.3 Participation Documents

To prove that they fulfil the eligibility criteria, the participants submit the following supporting documents:

1. A solemn statement where the Candidate declares that he has taken note of the specific conditions and particularities of the Tender Object and that he accepts unconditionally the terms of the Call.
2. Certificate of registration in the relevant chamber (domestic legal entity) or corresponding certificate/approval/license from the relevant authority of their country of origin (foreign legal entity), which proves that the conditions of paragraph 2.1.1 are met.
3. A solemn statement that the grounds for exclusion set out in paragraph 2.1.2 do not apply to the legal entity and that there are no reasons to believe that such impediments will occur during the validity of the bid and any extensions thereof.
4. The Information document attached to Annex 2 for the processing of personal data, according to Article 13 of GDPR 679/2016, signed by the legal representatives of the participating legal entity.
5. Letter of Guarantee for participation in the tender amounting to ten thousand euros (€ 10,000.00) with a duration of ≥ 120 calendar days counting from the deadline for submission of bids.

Foreign legal entities submit a Letter of Guarantee exclusively in the form of a Swift message, which must include at least the necessary information, namely: 1) To or Beneficiary, 2) In favor of or Applicant 3) Bank or Guarantor 4) Amount, Duration, Type of Letter of Guarantee and text based on a contract we have signed.

The Letter of Guarantee must be issued by an internationally reputed bank to the intermediate bank chosen by ThPA SA, with the following order of preference, Alpha Bank, National Bank of Greece, Piraeus & Eurobank. The Participation Guarantee shall be forfeited in favour of ThPA SA in the case when the selected Contractor refuses, explicitly or tacitly, to sign the corresponding minute or contract, within the specified deadline.

6. A detailed table of projects related to the object hereof, according to the following model, for the last three (3) years, 2018 to 2020.

S/N	Client & Project Manager Contact Details	Brief project description	Budget before VAT

7. Certificates of quality assurance, environmental management, health & safety at work respectively, EN ISO 9001: 2015 EN ISO 14001: 2015 EN ISO 45001: 2018 in force or equivalent.
8. An overview of the legal entity's company that will include as a minimum financial data of the last year, number of employees and relevant customer list related to the object of the Call.
9. Certificates of performance related to the object of this Call for works and copies of the respective contracts.
10. Financial statements of the three last years (2018-2020)
11. CVs of the project team members
12. Certificate of employment status of the staff of the project from the Information System "ERGANI".
13. Copies of the professional licenses of the persons who will carry out the electrical inspection of the project.
14. A liability insurance policy or a letter from the insurance company certifying that in case of award of the procurement in question, it will cover the civil liability of the participant.

To prove its legal constitution and representation, the legal entity submits the legal documents of constitution and legal representation (such as statutes, certificates of company information amendments, respective pages of the GG, documents of BoD meetings, in the case of SAs, depending on the legal form of the tenderer). The above documents shall specify the lawful establishment, the person(s) legally binding the company on the date of the tender (legal representative, right of signature etc.), any third parties authorized to represent the contractor, as well as the term of office of the person(s) and/or the members of the management body/legal representative.

ARTICLE 3- Description of procedure

3.1. Bid evaluation criteria

During the evaluation, ThPA SA may address requests to the participants for clarifications and the legal entities must provide the clarifications within the deadlines set, as the case may be.

ThPA SA reserves the right to request the submission of reviewed bids.

After the evaluation, participants are informed about the acceptance or rejection of their bid.

The award criterion is the most economically and technically advantageous bid based on the best value for money, estimated on the basis of the price and the following criteria.

	Element of evaluation	Weighting Factor	
1	Understanding the project	25 %	80-120
2	Technical staff that will be employed - experience	30%	80-120
3	Idle time per phase of the object (a. delivery of MV panels, b. LV panels and c. Transformer)	15%	80-120
4	Completion time of the phases of the object (a. delivery of MV panels, b. LV panels and c. Transformer)	15%	80-120
5	Warranties	10%	80-120
6	After sale service	5%	80-120

The score of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a score of 100, provided that the conditions of the Call are fully met. In cases where the conditions are not fully met or exceeded, the score is set to

the lower and upper limit respectively. The weighted score for each criterion will be derived from the product of the individual weighting coefficient on its score and the total derived from the Body sum of the weighted scores.

The rating for the final selection of the most advantageous bid will be based on the following formula:

$$A_i = 70 * (B_i / B_{max}) + 30 * (K_{min} / K_i)$$

where:

B_{max} is the overall rating received by the best Technical Bid

B_i is the overall rating of the Technical Bid i

K_{min} the total comparative cost of the Bid with the lowest price

K_i the total comparative cost of the Bid i

A_i which is rounded to 2 decimal places.

The bid with the largest L will prevail.

In the case of equivalent bids, i.e. bids with the same total final score (L_i) between two or more bidders, the assignment shall be made to the bid with the highest technical bid score

3.2. Time to submit tenders

The bids are submitted electronically, no later than **21/6/2022** by sending a zipped locked file folder to both email addresses: gpapageorgiou@thpa.gr and asachinidou@thpa.gr. The password shall be sent to the above e-mail addresses after the deadline for submission of bids, upon notice to the participants. Indicative instructions for creating a locked file have been posted along with this call on the website of ThPA SA.

3.3 Clarifications

Requests for information-clarifications shall be submitted to the following email addresses no later than five (5) working days before the deadline for submission of bids via email to: asachinidou@thpa.gr and gpapageorgiou@thpa.gr with Cc: to gsiskos@thpa.gr.

3.4 Extension, amendment, completion or cancellation of the tender procedure

ThPA SA reserves the right to extend the time for submitting bids (for the same period for submitting bids) or cancel the award procedure, or decide to repeat it at any stage, without any liability, cost or penalty, following a decision by its competent body. It also reserves the right, in a transparent manner, to amend the terms of the procedure.

ARTICLE 4 – Bid content

The elements of the tender are defined as follows:

4a. Participation documents

As defined in articles 2.2.2 of this Call.

➤ 4b. Financial Bid

The financial bid will be signed by the legally authorized representative of the participating legal entity and must:

- A) Indicate the total price bid in euros (€) for the total object which will be broken down as follows:
 1. Procurement and installation of Medium Voltage Panels
 2. Procurement and installation of Low Voltage Panels
 3. Procurement and installation of a transformer.
- C) indicate the validity time of his offer, which should be **at least ONE HUNDRED EIGHTY (180)** calendar days.
- D) Indicate the implementation time of the project object, in accordance with the conditions of Article 10.4.

4c. Technical Bid

The **technical bid** folder of the participants shall include :

1. Technical description of the offered tables with the equipment, in Greek that will refer to and will answer to each paragraph of the technical terms hereof, in the same order that they (the terms) are written in the Technical Description of the project. This must be detailed and clear.
2. Copies of diplomas and professional licenses of the staff and the executives that will be employed.
3. All required solemn statements as described in the previous parts of the technical terms.
4. Presentation of the infrastructure of the panel construction facilities.
5. Technical specifications, in accordance with this Call.
6. Technical characteristics of the equipment offered.
7. Certificates of the equipment to be supplied
8. Wiring drawings
9. Single line diagrams of panels
10. Floor plan of the substation as it will be configured
11. Any other information that the interested party deems necessary.

12. Training program

ARTICLE 5 – Time of Bid Validity

Bids submitted shall be valid for a period of one hundred eighty (180) days from the deadline for receiving the Tender bids.

The validity of the bids may be extended, if requested by ThPA SA, prior to their expiry, for a maximum period of time equal to the initial bid validity period specified in the Call.

ARTICLE 6- Counteroffers

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

ARTICLE 7 - Language

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

ARTICLE 8 – Price Adjustment

The offered prices are considered **fixed and final** and are not subject to adjustment for any reason and cause until the end of the procurement. For that reason, the participation of any interested party in the tender entails his explicit, unconditional and irrevocable waiver to adjust the prices offered and possibly resulting from another relevant provision.

ARTICLE 9 – Contract

After the announcement of the tender result, a contract is signed between ThPA SA and the selected legal entity.

If the selected candidate fails to sign the main contract or modify its essential terms, especially regarding the delivery time, ThPA SA reserves the right to compensation for any direct or consequential damage.

It is clarified that the Covid-19 pandemic will not constitute a case of force majeure in advance, unless the selected candidate proves objectively that the pandemic affected the timely fulfillment of his/her obligations.

ARTICLE 10- Special terms

10.1 Performance Guarantee

For signing the contract, a Performance Letter of Guarantee amounting to 5% of the total fee, VAT excluded, shall be submitted before or at the signing of the contract.

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

The Performance Guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stated therein.

10.2 Performance warranty period

The minimum accepted performance warranty period is three (3) years for the Medium & Low Voltage Panels and five (5) years for the transformers starting on the date of signing of the acceptance protocol. During the warranty period, the contractor is responsible for the proper operation of the supply and shall restore any damage or malfunction resulting from a defective construction or material.

If the system is replaced, the warranty period shall be extended accordingly.

10.3 Performance warranty bond

After the completion of the project, a Letter of Guarantee is submitted, the amount of which is set at a rate of up to five per cent (5%) of the value of the contract, excluding VAT, with a maturity of sixty (60) days after the end of the period of guarantee. The performance guarantee will be returned after the expiry of the warranty period.

In the event of non-compliance of the Contractor with his contractual obligations, the committee proposes to the Competent Body of ThPA SA the total or partial forfeiture of the Letter of Guarantee.

10.4. Project timetable

The participants shall submit with their financial offer, the timetable for implementing the project indicating specifically the delivery time of the project phases and the idle phase time of the project.

Works may be carried out on business days, during the two work shifts of ThPA S.A.

If the Contractor wishes to perform works during public holidays (Saturday, Sunday), except during bank holidays, he must notify the Service at least one day in advance. Works during weekends may be carried out only during shift A.

10.5 Payment method

The Contractor's payment will be made as follows:

An amount of up to ten percent (30%) of the value of the entire object of the contract, excluding VAT, may be given as an advance upon signing the contract and in exchange for an equivalent Letter of Guarantee.

The remaining amount is paid after the delivery and the successful completion of the phases and tests of the project and the relevant signing of the Certificate of Acceptance, within 60 days from the date of issue of the invoice.

After the signing of the Certificate of Acceptance of all phases of the project, the Advance Payment Guarantee is returned.

11. Training

Within the framework of the implementation of the project, the Contractor must conduct a training seminar for the technical staff of ThPA SA.

12. Other Obligations of the Contractor

The Contractor must submit to the ThPA the user guides and operating manuals and other deliverables that are detailed in Part B of this Call.

- Upon signing of the Contract, the Contractor shall present to ThPA SA a statement whereby he will designate the Safety Technician and the Health and Safety Plan - Folder which will be in charge of monitoring and supervising the project works. The statement must be co-signed by the designated Technician to show that he accepts the assignment. Moreover, he shall sign the special form of the Service regarding the operation of the construction site of ThPA SA. The Security Technician will hold the necessary licenses, which will be available upon request from ThPA SA. Throughout the works and until the acceptance, the Contractor and his supervising Technician shall take all necessary measures for their staff and third parties in the areas of the electrical installation of the Port. In addition, all the technical staff of the Contractor will hold the appropriate professional licenses for electromechanical projects.
- The appointment of one of its executives ("**Project Manager**") who will be entirely responsible for communicating with the ThPA during the execution of this Contract, regarding the execution of services but also for matters of contract and financial management.
- ThPA SA reserves the right to ask for the removal or replacement of any of the Contractor's employees deemed inappropriate or violates the instructions regarding the proper technique and the security measures to be observed.
- Substation 6a is located within a Customs controlled area of the port and consequently the Contractor must know and comply with all the rules of this special regime. The Contractor during the works in Substation 6a, must comply with all customs provisions, for the import and export of tools and machinery from the Port.
- All required works will be performed in accordance with the Greek and European regulations governing these constructions. During the execution of the works, the Contractor must fully apply all safety measures provided for by the relevant legislation.
- Furthermore, the Contractor bears full and exclusive responsibility for the suitability, legal provision of work and residence in the country of the persons employed in the performance of the work resulting from this contract.
- The Contractor is obliged, at his own expense, to procure, install and operate any machinery, tools, materials and supplies, necessary or useful for the performance of the project. Such machinery, tools, materials and supplies, temporarily or permanently used in the project, shall be suitable for the intended use and shall provide complete safety for the project and staff.
- The Contractor is obliged, immediately after the completion of each work, to collect the materials that are redundant or those that have been dismantled and to carry out a complete cleaning of the work site (removal of waste, debris, damaged electrical equipment, etc.).
- The old equipment that may be dismantled with the care and responsibility of the Contractor, will be collected and delivered to the Central Warehouse of ThPA, after a Delivery-Acceptance Minute signed by the parties.

The Contractor is required to have at least the following:

- The Contractor's employees will wear constantly the Personal Protective Equipment (PPE), will strictly comply with all instructions given by ThPA SA indoor/outdoor facility signing and will place warning signs about the risks posed during the performance of their work.
- The contractor bears full and exclusive civil and criminal liability for any accident or damage caused to ThPA SA, his staff or the staff of ThPA SA or to any third party, during the execution of the works or on its occasion, due to his own actions or actions of his staff that will be employed until the expiration of the Contract. In the case of an accident, the Contractor shall make all necessary announcements.
- The Contractor undertakes to comply with the legal provisions and the technical and scientific rules in matters of health and safety in the workplace, for all the employees involved or not, including those indicatively mentioned in the guide to health and safety at work of ThPA SA, of which he became aware.
- ThPA SA bears no responsibility for any loss of materials, parts, machinery and tools of the contractor, who must ensure their adequate and effective storage.
- The Contractor has all the responsibilities of the employer for his staff, namely payroll and contributions in favor of the main and auxiliary insurance funds.
- The Contractor's staff shall comply with the law provisions and the technical and scientific rules in matters of health and safety in the workplace. It must take note of and comply with the provisions of the Workers' Health and Safety Regulation of ThPA SA (decision number 2643/27.06.2005).

13. Insurance

The Contractor must hold an insurance policy, the coverage of which will be sufficient for any damage or costs that may arise, and which may be borne by the Contractor under the Contract, up to the amount of €500,000.

14. Scheduled Maintenance

The Contractor must perform the first two periodic maintenance provided by the manufacturer at his own risk and expense, namely for two (2) years as regards the total of the panels and for three (3) years as regards the transformer, based on what is stated in Manufacturer's maintenance book. The bidders shall indicate in their bid both the operating hours for each maintenance, the works provided for, as well as the technical brochure of the manufacturer with the above.

The first maintenance performed to make the necessary settings after the entry into service is not considered to be a periodical maintenance.

15. Subcontracting – Assignment

The Contractor may use subcontractors but is obliged to declare the details of the subcontractors, 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.

ThPA may request the replacement of a subcontractor if he considers that he does not meet the requirements of the project; he shall proceed to such replacement within 15 days, eliminating any failure due to the subcontractor's or contractor's fault.

PART B': TECHNICAL SPECIFICATIONS

PART B' _UPGRADE OF SUBSTATION 6A (upload on ThPA SA's website)

Annexes _Technical Specifications (upload on ThPA SA's website)

Annexes:

1. General Terms of the Procurement Contract
2. Information Document on the protection of personal data

THE MANAGING DIRECTOR- CHIEF EXECUTIVE OFFICER OF THPA SA

FRANCO NICOLA CUPOLO

ANNEX 1: INFORMATION DOCUMENT FOR THE 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 SA").

The Société Anonyme under the name "Thessaloniki Port Authority" (ThPA SA, 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 "Data 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 SA" 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 SA 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 procedure, Ministries, public authorities, Tax Offices, Judicial Authorities etc. based on the compliance with the legal obligation of the "Processor" or in fulfilment of his duty or for performance of a contract*), **collects, processes and retains** the personal data included in the Application Form, Offer or any other document of the Procurement and Investment Division of "ThPA SA" and in its accompanying documents, which are voluntarily submitted to "ThPA SA" by the "Data Subject" either on his behalf (*private company*) or on behalf of the legal person representing it.

This 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 SA". 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 SA" or with a view to concluding a contract (Article 6, par.1b GDPR Expl.44). Furthermore, "ThPA SA" 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 SA" with the requirements of the Regulation and law (*compliance with his legal obligation, Article 6, par 1c GDPR*). This data is 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 fulfilment 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 SA, 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 SA*). 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 "Data Controller" on: 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 relevant application form available **on the Protocol and the Investment and Procurement Division** of "ThPA SA", or by sending a letter to the address: "ThPA SA", 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 by a further period of two months, if necessary, taking into account the complexity of the request and the number of requests (*see for more details: article 12 par. 3 of the GDPR*. Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: *Kifisias 1 - 3, P.C. 115 23, Athens*) or via email (www.dpa.gr).

Thessaloniki, ___ / ___ /20___

ISSUED ON: 7/2020

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

ANNEX 2: GENERAL TERMS OF SUPPLY CONTRACTS

1. Term of the Contract

(a) The Contract begins on the date of signature and continues until the end of the execution time of the supply, unless extended in accordance with article 1(b) or terminated earlier in accordance with these terms. If no supply execution date is specified, the Contract will come to an end when all goods have been delivered and accepted and all payments required to be made under the Contract have been made.

(b) Any of the parties may, by written notice notified to the other party at least fifteen (15) days before the expiration of the Contract, request an extension of the Contract beyond the date of execution of the supply. The Contract may be extended only for the period or periods agreed in writing by the parties.

2. Supply and delivery of Goods

(a) The Supplier shall deliver the goods to ThPA in accordance with this Contract and any reasonable directions given by ThPA.

(b) The Supplier shall deliver the goods to the delivery point by the time for delivery set out in the Contract. Receipt is deemed to have been completed if one of the following occurs:

acceptance is acknowledged in writing by ThPA or

(ii) acceptance was made in accordance with the following article 3(a).

3. Acceptance or rejection of Goods

(a) If the goods conform with this Contract, ThPA will promptly issue written notification of acceptance of the goods. If ThPA does not give written notification of acceptance or rejection of the goods within thirty (30) days of delivery, acceptance of the goods will be deemed to have occurred on the date of delivery, subject to actual defects which are not visible to the naked eye.

(b) If the goods:

(i) do not conform with this Contract or

(ii) are damaged, unfit for purpose or not of merchantable quality during delivery

ThPA may reject the goods by giving written notice (including reasons for rejection) to the Contractor within (30) days from delivery. ThPA SA is not obliged to pay for any rejected goods.

(c) The Supplier, at his cost, shall collect and remove any rejected goods as soon as practicable following notification. If the Supplier fails to collect and remove the rejected goods within a reasonable time, ThPA may return the goods to the Supplier at the Supplier's expense, or, following further notification, destroy the goods or otherwise dispose of the goods in its discretion.

4. Pricing

(a) The Unit Price is fixed and inclusive of all taxes for the duration of the Contract.

(b) The Supplier may not charge ThPA any additional fee or amount for packaging, transport, insurance, loading, unloading, storage or any other costs incurred by the Supplier in supplying or delivering the goods to ThPA.

5. Invoicing and payment

(a) During acceptance or after acceptance of the goods, or as otherwise specified in the Contract, the Supplier shall submit to ThPA a tax document (with all the information required by Greek law along with other information, as reasonably required by the ThPA), which shall include the contractual price.

(b) ThPA shall pay the invoiced amount less any amount required by Law within sixty (60) days of receipt of an accurate invoice.

(c) Payment of an invoice is not to be taken as evidence that the goods have been supplied in accordance with the Contract, but shall be taken only as payment on account.

6. Title and risk

Title in the goods will pass to ThPA upon acceptance of the goods. Risk in the goods will pass to ThPA when the goods are delivered to the Delivery Point.

7. Guarantees

(a) The Supplier represents and warrants to ThPA that:

(i) He has the right to enter into Sales and Service Contracts for the specific purpose of the Contract.

(ii) He has the right to sell and transfer title of the goods to ThPA

(iii) He and his staff do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under this Contract and

(iv) He has not entered into the Contract on behalf of a trust and

(v) The goods:

(A) are new and fit for the purpose stated in the Contract (or, if no purpose is stated, the purpose for which the goods would ordinarily be used)

(B) conform in all respects with this Contract

(C) are free from defects (including defects in installation) and

(D) are of merchantable quality and comply with all Laws.

(b) If provided for in the Contract, the Supplier shall provide any manufacturer's warranties to ThPA.

8. Liability

(a) The Supplier shall indemnify and at all times keep ThPA and its staff indemnified against any liabilities, losses, damages, costs and expenses (including all legal and settlement costs determined on a full indemnity basis) or compensation arising out of, or in any way in connection with, any:

(i) personal injury or death

(ii) property damage

(iii) breach of an obligation of confidentiality or privacy, whether under this Contract or otherwise

(iv) fraudulent acts or omissions

(v) willful misconduct or unlawful act or omission

(vi) breaches of logical or physical security

(vii) loss or corruption of Data

(viii) third-party claim arising out of a breach of the Contract by the Supplier or its staff (including breach of warranty) or any negligent act or omission of the Supplier or its staff

(xi) infringement or alleged infringement of the Intellectual Property Rights or any other rights of any person, including any third party

(x) breach of any of his obligations under this Contract caused by any act or omission by the Contractor or his staff.

(B) The Supplier's liability to indemnify ThPA SA under clause 8 is reduced to the extent that any willful, unlawful or negligent act or omission of ThPA or its staff contributed to the liability, loss, damage, cost, expense or compensation born by the Supplier.

9. Termination

(a) ThPA may terminate the Contract with immediate effect (or with effect from a specified date) by giving notice in writing to the Supplier if the Supplier:

(i) fails to provide the Goods in accordance with the Contract

(ii) breaches any provision of the Contract and, where that breach is capable of remedy, fails to remedy the breach within ten (10) business days after receiving written notice requiring him to do so (or such later date as may be specified in that notice)

(iii) breaches any provision of the Contract that is not capable of remedy

(iv) suffers from an Insolvency Event

(v) if any of his staff involved in the supply of the goods commits fraud, demonstrates dishonesty or any other serious misconduct

(b) If the Contract is terminated in accordance with Article 9(a), ThPA shall pay for the goods received in accordance with the terms of the Contract by the date of termination.

ThPA has no other liability to the Supplier in relation to that termination.

(c) The Supplier may terminate the Contract by giving a written notice to ThPA of at least thirty (30) business days, if ThPA fails to pay amounts due under this Contract.

(d) Termination or expiry of this Contract shall not prejudice any right of action or remedy which may have accrued to either party prior to termination or expiry.

(e) On termination or expiry, the Supplier shall immediately, following instructions by ThPA, cease using all materials that contain any Data or Confidential Information by either destroying the materials or returning the materials at no additional cost to ThPA.

10. Confidentiality, privacy and data protection - GDPR

In order to comply with the principles of privacy and confidentiality as well as for the processing of personal data, the parties sign and accept the attached Annex 2.

11. Access

When at ThPA SA's premises, the Supplier shall ensure that he and his staff:

- (a) protect people and property of ThPA
- (b) prevent nuisance
- (c) act in a safe and lawful manner
- (d) comply with the safety standards and policies of ThPA (as notified to the Supplier) and
- (e) comply with any directions of ThPA or its staff.

12. Sub-contracting

- (a) The Supplier shall not sub-contract to any third person any of his obligations in relation to the supply of the goods without the prior written consent ThPA (which may be given conditionally or withheld in its absolute discretion).
- (b) The Supplier shall not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier himself.

13. Force Majeure

- (a) The Supplier may not be held liable for the untimely completion of the supply in case there are reasons of force majeure that prevent the timely fulfillment of the Contract. Force majeure shall be understood to be any unexpected event, which cannot be prevented, even with measures of extreme diligence and prudence, making it impossible for the Contractor to fulfill his obligations alone or via third parties.
- (b) Events that fall within the scope of the occupational risks associated to the supplier's professional activity and may adversely affect the fulfillment of his contractual obligations do not constitute grounds of force majeure.

14. Compliance with Law and policy

- (a) This Contract shall be governed and construed in accordance with the Greek law.

- (b) The contracting parties shall endeavour to settle any dispute or disagreement that may arise over the interpretation or performance of this Contract amicably. Should this prove impossible, the Courts of Thessaloniki shall be competent for resolving any dispute arising from the performance of this Contract.

15. General

- (a) Time is of the essence in relation to the supply of the Goods.
- (b) The Contract may only be varied or replaced by a written document signed by both parties.
- (c) A waiver of any right, power or remedy under the Contract shall be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Contract does not amount to a waiver.
- (d) Any provision of the Contract which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- (e) ThPA may set off any sum owed to the Supplier under the Contract with any amount owed by the Supplier to ThPA. Subject to article 15(h), a party may not assign any right under the Contract without the prior written consent of the other party. The Supplier will be responsible for acts and omissions of any assignee.
- (h) ThPA SA may, by notice in writing to the Supplier, assign its rights, transfer its obligations or renew the Contract in consultation with any other Entity or other subsidiary of ThPA SA.

16. Entire Understanding and order for precedence

This Contract contains everything the parties have agreed in relation to the Goods. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Contract was executed.