

**INVESTMENT & PROCUREMENT DIVISION**

**CALL FOR OPEN TENDER  
(TED 074/2021)  
FOR THE PERFORMANCE OF COMPLIANCE WORKS OF ThPA SA ELECTRICAL INSTALLATIONS OF  
SUBSTATION 6 AND ITS GATES**

**TENDER PROCEDURE SUMMARY**

<b>OPEN TENDER</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY SA</b> Main line of business: Port works Address: Inside the Port of Thessaloniki PC 54625, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Website address: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for submission of bids</b>	<b>25/10/2021</b>
<b>Deadline for submission of clarification requests</b>	<b>20/10/2021</b>
<b>Award criterion</b>	Price and quality criteria
<b>Contact person for information / clarifications</b>	<b>On the tender procedure</b> Name: Papageorgiou Georgios E-mail: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> c.c <a href="mailto:asachinidou@thpa.gr">asachinidou@thpa.gr</a> <a href="mailto:cvasiliadou@thpa.gr">cvasiliadou@thpa.gr</a> Tel: +30 2310593354/356 <b>On technical issues</b> Name: Sachinidou Anastasia E-mail : <a href="mailto:asachinidou@thpa.gr">asachinidou@thpa.gr</a> Tel: +302310593354 Name: Pantelidis Zacharias E-mail : <a href="mailto:zpantelidis@thpa.gr">zpantelidis@thpa.gr</a> Tel: +302310593351 Name: Georgiadis Georgios E-mail : <a href="mailto:ggeorgiadis@thpa.gr">ggeorgiadis@thpa.gr</a> Tel: +302310593352

## PART 1 GENERAL CONDITIONS

### ARTICLE 1. Scope

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1.1 The scope of the project is to designate a candidate who will undertake

I. all the necessary compliance works of the Electrical Installations in the area of Substation 6 and the gates of ThPA SA and

II. The supply of the necessary electrical material, according to the list of materials, the Technical Reports and the Electrical Installation Control Protocols, which were delivered to ThPA SA, after the completion of the First phase of the measurement and controls of the project with the applicable standards (ELOT HD 384) and the regulations, of all the installed electrical panels that are supplied by the Substation No. 6 of ThPA SA, ensuring the smooth operation of the Electrical Installations of the Port.

In particular, the following will take place:

1. Implementation of the instructions and restoration of the observations, the Electrical Installation Control Protocols and the technical reports of compliance of the electrical installations of the Port (Annex A'), in accordance with the ELOT HD 384 standard and the applicable regulations, in order to ensure and maintain their safety.

2. Supply and installation of the necessary electrical equipment in accordance with the technical reports and protocols of Annex A'.

The works and the necessary electrical materials that will be required for the implementation of the project, are described in detail in the attached forms (Technical Reports - Electrical Installation Control Protocols) Annex A hereof .

Those interested in drafting their bid and after consultation, are required to visit the electrical installation of the Port, in order to get a direct picture of the works described herein. The competent staff of ThPA SA will provide any necessary information or assistance. (Contact tel. 2310593354)

### ARTICLE 2 – Eligibility – Selection Criteria

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#### 2.1 Eligible participants

**2.1.1.** Participation in the procedure shall be open to legal and natural persons and, in the case of associations of economic operators, their members who have a professional activity related to the scope of 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 or limited liability companies, 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 organisation, as defined in Article 2(1) of Council Joint Action No. 98/733/JHA,
  - b) bribery, within the meaning of Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of Council Joint Action 98/742/JHA,
  - 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)

If interested economic operators participate as an association or joint venture, the above requirements shall be met by every member of the joint venture.

In case of a Joint Venture or an Association, its members shall be jointly and severally liable towards the contracting entity.

### **ARTICLE 3 - Minimum participation requirements**

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#### **3.1. Professional skill**

Participants must be natural or legal persons, meeting the following requirements:

##### A.1 Natural persons

Eligible to participate in the project are the natural persons who are:

1. Graduate electricians or mechanical engineers with a licensed installer professional activity commencement notice, in accordance with the provisions of the Presidential Decree 108/2013.
2. Graduate electricians or mechanical engineers, who have professional rights of the 4th group A 'specialty, in accordance with the provisions of the Presidential Decree 108/2013.
3. Holders of a license of electrician installer A 'specialty of 4th group, in accordance with the provisions of the Presidential Decree 108/2013.

##### A.2 Legal entities or their association/joint venture

Legal entities or joint ventures must submit a solemn declaration stating the details of the person who will carry out the electrical inspection and provide a copy of his license or degree.

In the event that Interested Economic Operators participate as an association or a Joint venture, the above requirements must be met cumulatively by the members of the joint venture.

#### **3.2. Technical & Professional Capacity**

The candidate contractor must submit:

- 3.2.1 A solemn statement indicating at least three (3) projects of a similar nature.
- 3.2.2 Solemn statement, where the participant declares that he has the necessary equipment, specialized technical know-how, and adequate and suitable personnel to perform the services entrusted to him, that his participation in similar projects has not been excluded and he has not committed any serious misconduct in the exercise of his professional activity.

All contractor staff will have:

- Experience in electrical installations of at least (5) years.
  - Good knowledge of the provisions of internal electrical installations and the ELOT HD 384 standard.
  - Good knowledge of national and international regulations regarding electrical installations.
- 3.2.3 He will also submit a solemn statement of Law 1599/86, as in force, stating that the tenderer has noted the terms and technical specifications herein and accepts them fully and unconditionally.
  - 3.2.4 The above supporting documents must be presented together with the bid, on pain of exclusion.

#### **3.3. Quality assurance systems**

Participants should have quality assurance, environmental management, health & safety at work certificates respectively, EN ISO 9001: 2015 EN ISO 14001: 2015 EN ISO 45001: 2018 in force.

## ARTICLE 4- Description of procedure

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### 4.1. Tender evaluation criteria

The award criterion is the most advantageous offer, which is estimated based on the price and the time of completion of the project.

The rating of the project completion time ranges from 80 to 120 points. The criterion is set at rate 100, provided that the requirements of the Tender are met. In cases where the requirements of the Tender are not fully met or are exceeded, the score up to the lower and upper limit respectively is set.

The ranking of the offers for the final selection of the most advantageous offer will be based on the following formula:

$$L_i = 60 * (B_i / B_{max}) + 40 * (K_{min} / K_i)$$

where:

$B_{max}$  the total rating received by the best technical offer

$B_i$  the total rating of the technical offer  $i$

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

$K_i$  the total comparative cost of the offer  $i$

$L_i$  which is rounded to 2 decimal places.

The offer with the largest  $L$  is predominant.

In the case of equivalent offers, ie offers with the same total final score between two or more bidders, the assignment is made to the offer with the highest technical offer.

### 4.2. Tender submission time

Tenders shall be submitted electronically, no later than **25/10/2021** by sending a compressed locked folder to both email addresses [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr); [asachinidou@thpa.gr](mailto:asachinidou@thpa.gr). The password is sent to the above e-mail after the tender submission deadline, upon notification of the participants. Instructions for creating a locked file have been posted along with this Call on the website of ThPA SA.

### 4.3. Clarifications

Requests to provide additional information or clarifications are submitted by no later than five days before the bid closing date at the following emails: [asachinidou@thpa.gr](mailto:asachinidou@thpa.gr); [zpantelidis@thpa.gr](mailto:zpantelidis@thpa.gr); [ggeorgiadi@thpa.gr](mailto:ggeorgiadi@thpa.gr); [cvasiliadou@thpa.gr](mailto:cvasiliadou@thpa.gr) and cc: [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr).

### 4.4 Extension, amendment, completion or cancellation of the tender procedure

ThPA SA reserves the right to extend the time for submitting bids (during the time of offers submission) or to cancel the award procedure, or to decide to repeat it at any stage, without any liability, cost or penalty, following a decision by its competent body. ThPA SA also reserves the right, to modify the terms of the procedure with transparency.

## ARTICLE 5 – Bid content

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The elements of the bid are defined as follows:

### 5a. Participation documents

Participants submit the following participation documents:

- 1) A certificate of registration in the relevant chamber (national economic operators) and a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators).
- 2) A solemn statement by the economic operators that the grounds for disqualification defined in paragraph 2.1.2 do not apply for them and for their legal representatives and that they have no reason to believe that these impairments shall apply during the tender validity period or any of its extensions.
- 3) A solemn statement whereby the Candidate declares that has been apprised on the special terms and requirements of the scope of the tender and unreservedly accept the terms of the Call. In case of different opinion, he must explicitly state the points of divergence.

- 4) To prove his legal incorporation and representation, in the cases when the economic operator is a legal person, he shall furnish the appropriate legal incorporation and representation documents (such as articles of incorporation, certificate of changes, Government Gazettes, Board of Directors constituent sitting in the case of SA). The above documents must establish 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 that have been granted the power of representation, and the term of office of the person(s) and/or the members of the management body/legal representative.
- 5) The following certifications: EN ISO 9001: 2015 EN ISO 14001: 2015 EN ISO 45001: 2018 in force.
- 6) Information document on the processing of personal data, within the meaning of Article 13, GDPR 679/2016, signed by the Candidate.

#### **5b. Financial bid**

➤ In the financial offer the participant must necessarily:

- A) specify the total offered price in euro (€) for all the work that will be required for the compliance of the electrical installations of ThPA SA and the supply of the necessary electrical equipment, according to the technical reports.
- B) specify in detail the hourly remuneration of his staff, for the work that will have to be carried out ex post, depending on the specialty of the employee.
  - Engineer's Accountable Work,
  - Electrician craftsman's Accountable Work
  - Electrician technician's Accountable Work
  - Worker's Accountable Work
- C) indicate the validity time of his offer, which should be at least **ONE HUNDRED EIGHTY (180)** calendar days.
- D) Indicate the project implementation time, in accordance with Article 11.2.
- E) Be signed by the lawfully authorised representative of the participating economic operator.
- F) liability insurance policy, amounting to two hundred thousand euros (200.000€).

#### **5c Technical Offer**

The **technical offer** folder of the participants should necessarily include :

1. Technical description in Greek that will refer to and respond to each paragraph of the technical terms herein, in the same order that they (the terms) are indicated in the technical description of the project. This must be detailed and clear.
2. A list of projects carried out by the participant, with the same subject as the technical conditions, in accordance with article 3.2.1.  
This list will be accompanied, if possible, by at least three (3) relevant certificates of performance, of the respective customers indicating their contact details, the executed project, the delivery time (due-late ) and their successful outcome.
3. Solemn statement, where the participants declare that they have the necessary certified equipment, the specialized technical know-how and the adequate and suitable personnel to provide the services entrusted to them, their participation in projects has not been excluded and they have not committed any serious misconduct in the exercise of their professional practice.
4. Copies of diplomas and professional licenses of the personnel that they will employ.
5. All required solemn statements as described in the previous parts of the technical terms.
6. Copy of Quality Assurance Certificate, in accordance with article 3.3
7. Brief company presentation, including information on its facilities and permanent staff.
8. Any other element that the interested party deems necessary.

## **ARTICLE 6 – Bid Validity Period**

The submitted bids must be valid for at least **one hundred eighty (180) days** from the bid closing date of the tender.

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 7- 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 8 - 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. Where there is a discrepancy, the prevailing wording is always the Greek one.

## **ARTICLE 9 – Price Adjustment**

The offered prices shall be considered **fixed and final** and shall not be subject to any adjustments for any cause or reason, until the procurement is completed. For this reason, by signing this contract the Contractor explicitly, unreservedly and irrevocably waives all its rights with regard to any adjustment of the offered prices that might arise from other relevant provisions.

## **ARTICLE 10 – Contract**

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

## **ARTICLE 11- Specific terms**

### **11.1 Performance bond**

To sign the Contract a Performance bond is required, the amount of which is defined as 5% of the total fee, VAT excluded, and is submitted before or during contract signing.

The performance bond shall cover the implementation of all contractual terms and requirements of ThPA SA against the supplier, in their entirety and without discriminations.

The performance bond shall be forfeited in the event of a breach of the terms of the contract, as specifically stated in the contract.

### **11.2. Project implementation timetable**

Within ten (5) days from the signing of the contract, the work timetable will be set, in cooperation with ThPA SA.

The execution of the works will be carried out per table, of buildings, warehouses and infrastructures electrified by the medium voltage substation No. 6 of ThPA SA.

The Contractor can proceed with the repair and restoration works of the buildings of the next group, regardless of whether the works of the previous one has been completed.

The Contractor must perform all repair and restoration works resulting from the inspection reports, within a period of two (2) months from the signing of the contract.

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

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

It is noted that the Contractor in his offer will indicate the downtime of the power supply.

### **11.3 Payment method**

The procurement is financed from the regular budget of ThPA SA.

An amount of up to twenty-five per cent (25%) of the total contract value, excluding VAT, may be provided as an advance payment upon signing of the contract and against an Advance Payment Bond. The remaining amount is paid after delivery, successful completion of testing and signing of the Acceptance Certificate, within 60 days from the date of issue of the invoice. After signing the Acceptance Certificate, the advance payment is returned.

## **PART B: TECHNICAL TERMS & SPECIFICATIONS**

### **TECHNICAL SPECIFICATIONS OF THE PROJECT - REQUIRED WORKS**

#### **1. WORK EXECUTION**

**1.1.** The contractor will carry out the restoration and compliance works as they arise from the technical reports with the indications of the deficiencies identified during the initial inspection of all electrical installations powered by the S/S No. 6 of ThPA SA, based on the or the Indoor Electrical Installation Regulation or ELOT HD 384 depending on the date of construction of the electrical installations.

The procedures to be followed for the completion of the described Project on the part of the contractor are:

- Collection of Technical Reports, which describe in detail all remarks, requirements, suggestions and proposals, to be carried out in all electrical panels, installations and infrastructure powered by S/S No. 6 of ThPA SA.
- On-site visit of the Contractor to all electrical installations of all buildings, warehouses and substations referenced in Annex I herein, to record all the necessary data and requirements of the project and, at the same time, to be informed on the local conditions that may affect the progress of the works.
- Collection of all required data and information for the electrical installations of the above part of the port.
- After the completion of the project, Delivery of a Solemn Statement of Good Performance of Works (YDKE) in accordance with the standards of the applicable legislation certified by the respective Professional Body, for all electrical panels of Section A' in order to fully comply with the standard ELOT HD 384 or the Electrical Installation Regulation.
- All electrical materials that will be required, as described in the technical reports of the project, are the responsibility of the Contractor and are included in this article.
- The required consumables micromaterials that will be used during the works such as terminal strips, insulating tapes, cleaning materials, etc., are also borne by the contractor.
- Any materials not described in the technical reports and Electrical Installation Control Protocols of Annex A hereof, but are deemed necessary during the works for the completion of the project, will be provided by ThPA.
- Works that may be required for the repair of faults or malfunctions arising after compliance works according to the HD-384 standard and the reactivation of electrical panels, will be carried out by the contractor on an accountable basis and always after consultation with ThPA SA.
- Works that will likely be required for the restoration and compliance of Electrical Installations operating in ThPA SA areas, which are conceded to third parties are not included in the scope of this tender.
- However, after consultation with the users of these infrastructure, the above works may be entrusted to the Contractor. In this case they will be carried out on an accountable basis and always after consultation with ThPA SA and will be invoiced per assignment.
- The Contractor, before starting the works that will be required to be carried out on an accountable basis, is obliged to draw up a detailed budget of these works, analysing the salary requirements of the technical personnel by specialty, the value of the materials to be used and any other expenditure required for the performance of these works and submits the above budget to the Audit Committee for approval.



- Prior to the above approval, it is not allowed to start performing operations on an accountable basis.

## **2. SUPPLY OF SWITCH & ELECTRICAL MATERIAL OF INTERNAL ELECTRICAL INSTALLATIONS**

All electrical materials and cables that will be used to complete the scope of the contract will come from well-known brands with CE or VDE certification; in particular, the switch material will be ABB, SIEMENS, LEGRAND, HAGER or SCHNEIDER ELECTRIC, in order to maintain uniformity with the remaining installed electrical material within the port and always in relation to the existing switch material on the panel.

When submitting their offer, Candidates must include a table with all the electrical equipment they are going to use, technical brochures, types and unit prices per material.

In the case of an accountable work, the tariffs of the electrical materials to be used will be derived from the above table.

## **3. SPECIFIC CONDITIONS FOR THE PERFORMANCE OF THE PROJECT**

1. All work should be carried out considering that the installation is always "under voltage" from the PPC mains to avoid any accident. The Contractor has the obligation to inform the users of the port facilities on time by any appropriate means of any work, intervention, maintenance and control that he will carry out, at least from the previous working day and always in consultation with the competent Monitoring and Acceptance committee of the project.
2. The above Committee will have the right to carry out regular checks for compliance with the terms of the contract as many times as it deems it necessary. The Contractor is obliged to cooperate fully in each audit and to have the necessary personnel.
3. The Contractor shall keep at his own risk a record of the performed repair works in a relevant book (project log) in duplicate. This log must be kept up to date on a daily basis and always available for review by the relevant committee.  
The log is signed by authorized representatives of the Contractor and ThPA and after its signature, one copy is kept in the Supervising Service.
4. After the completion of the restoration work of the observations of the technical reports, for each site separately, as presented in the technical reports, the Contractor is required to provide an YDKE Solemn Statement of good performance of work of an electrician installer", in accordance with the standards of the applicable legislation certified by the respective professional body, according to par. 2.1.4 of the technical terms.

## **4. OTHER CONDITIONS - OBLIGATIONS**

- Upon signing of the Contract, the Contractor shall present to ThPA SA a statement, in which he designates the Safety Technician, according to law and the Security Health Plan, who will have all the responsibility of monitoring and overseeing the project works. The statement must be co-signed by the designated Technician in order to show that he accepts the assignment. Moreover, he shall sign the special form of the Service regarding the operation of the construction site in ThPA SA. The Contractor's technician shall have all the necessary licenses for works in medium and low voltage electrical panels, which will be available upon request by ThPA SA. Throughout the duration of the works and until the receipt, the Contractor and his supervising Technician shall take all necessary measures for their personnel and third parties in the places of the electrical installations of the Port. In addition, all technical personnel of the contractor will hold the appropriate professional licenses for electrical work on medium and low voltage electrical panels that will be carried out within the port premises and which will be available upon request from ThPA SA.

The above competent person of the Contractor will be addressed by ThPA SA for any technical issue that may arise during the execution of the project.

- 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.
- The electrical installations of ThPA SA that are powered by S/S No. 6, are located within a customs controlled area of the port and therefore the Contractor must be aware of and comply with what this special regime entails.  
During the repair and restoration work of electrical installations of buildings, warehouses or medium voltage substations, the Contractor 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 damaged cables that may be dismantled will be gathered and delivered to the ThPA SA central warehouse.
- The contractor is required to have at least the following:
  1. Available standby power genset for the priorities of THPA so to minimize the time that the substation will be out of order.
  2. Certified multimeter
  3. Gluing devices for electrical or electronic work.
  4. Certified devices and instruments for all kinds of checks or tests and measurements of electrical installations.
  5. Drills, wheels, crimping tools, etc.
  6. Portable ladders for carrying out work at a height of up to 4 meters at least.
  7. Tools and other items for all kinds of cleaning of such premises and spaces.
- 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 the full and sole civil and criminal liability against any accident or damage that may be caused to ThPA SA, his staff, to the staff of ThPA SA or any third party, during the performance of the works undertaken or on their occasion thereof by actions of his own or the persons he will employ, until the expiration of the contract.

If an accident occurs, the Contractor will make all the required announcements.

- Moreover, the Contractor undertakes to comply with the provisions of law and the rules of craftsmanship on health and safety at work, for all the employees, involved or not in the works, including those mentioned in the ThPA SA health and safety guide, 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.

## 5. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor undertakes to perform any part as well as the entire project fully, in full, on time and in accordance with the rules of science and arts, the provisions of the technical specifications and the terms of the Contract.

The Contractor is responsible, for any material damage that will be caused by any reason or cause related to the execution of the Project, including those damages that will be caused due to omissions of the Contractor during the execution of the project, until its final delivery.

The Contractor, during the execution of the project, is obliged to take all appropriate measures to prevent and avoid damage to the facilities of the ThPA or third parties in the Port, showing special diligence for this purpose.

In the event of damage to third parties, the Contractor is obliged within 48 hours to submit a written declaration to the ThPA, then to proceed with the immediate repair of the damage, at his own expense, and finally inform ThPA in writing about the completion of the repair.

Cases of damages that were not declared by the Contractor, are transmitted to him by ThPA and he is obliged as soon as possible and within one (1) month, at the latest, either to restore them, or, if he does not accept responsibility for these damages, to announce within the above deadline in writing his refusal, communicating a letter to ThPA SA.

## 6. CONTROL OF THE PROJECT

The execution of the project by the contractor will be subject to the continuous general control and inspection by ThPA or other persons designated by the ThPA to this end. During the exercise of this right, ThPA will have free access to all parts where project-related works are performed.

If from the control, which is exercised in accordance with this Article, it is considered that the method of work, materials, staff and means used by the Contractor are not sufficient or appropriate or are not carried out in accordance with the approved design, standards, regulations, technical specifications, instructions, etc., in order to ensure the perfect, financial, timely and fully consistent with the terms of the contract, execution and completion of the Project, has the right to give instructions to the Contractor and the Contractor is obliged to comply with these instructions, without being entitled to any additional payment or price increase or extension of deadlines.

The exercise of control by ThPA does in no way reduce the responsibility of the Contractor.

## 7. DEFECTS OF THE PROJECT

In case that during the execution of the works and until the Acceptance of the Project, any part thereof or the quality of the work or the materials that are used or have been used for the execution of the work is, at the discretion of ThPA, defective, incomplete or unsuitable or does not meet the requirements, and does not generally agree with those specified in the Contract, the Supervisory Committee shall be entitled, by written order, to request the Contractor to make any correction, replacement, or additional work, which it

considers necessary.

The Contractor is obliged to comply with due diligence and speed and at his own expense with the above orders of the Supervising Committee, performing, in accordance with them, all additional work required for the removal and replacement of defective, incomplete, insufficient or unsuitable materials, and for the restoration of incomplete or botched work.

#### **8. DISCLAIMER AND CONFIDENTIALITY**

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**THE MANAGING DIRECTOR – CHIEF  
EXECUTIVE OFFICER OF THPA SA**

**FRANCO NICOLA CUPOLO**

#### **ANNEXES:**

*Annex A - Technical Reports of Substation 6 and the gates*

*Annex B - Electrical Installation Control Protocols of substation 6 and the gates*

*Annex C - Update on the Processing of Personal Data*

**ANNEX A - TECHNICAL REPORTS OF SUBSTATION 6 AND THE GATES**

<https://www.dropbox.com/sh/zor3fk58q83ljgh/AADWEmcn7gHXWSuqX77GZXvea/%CE%A0%CE%91%CE%A1%CE%91%CE%A1%CE%A4%CE%97%CE%9C%CE%91%20%CE%91.%20%CE%A4%CE%B5%CF%87%CE%BD%CE%B9%CE%BA%CE%AD%CF%82%20%CE%95%CE%BA%CE%B8%CE%AD%CF%83%CE%B5%CE%B9%CF%82%20%CE%A5%CE%A3%206.pdf?dl=0>

**ANNEX B - PROTOCOLS FOR ELECTRICAL INSTALLATION CONTROL OF SUBSTATION 6 AND THE GATES**

<https://www.dropbox.com/sh/zor3fk58q83ljgh/AABdN0bY-DuOIFADyXTGrruTa/%CE%A0%CE%91%CE%A1%CE%91%CE%A1%CE%A4%CE%97%CE%9C%CE%91%20%CE%91.%20%CE%A0%CF%81%CF%89%CF%84%CF%8C%CE%BA%CE%BF%CE%BB%CE%BB%CE%B1%20%CE%A5%CE%A3%206?dl=0>



## ANNEX C.

**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](mailto: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](http://www.dpa.gr)).

Thessaloniki, \_\_\_ / \_\_\_ /20\_\_\_

ISSUED ON: 7/2020

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