



**PROCUREMENT & INVESTMENTS
DEPARTMENT**

**TED 075/2021
CALL FOR TENDERS
FOR THE SUPPLY OF FOUR (4) VEHICLES**

SUMMARY OF THE CALL

OPEN CALL	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54012, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Bids	11.11.2021
Deadline for the Submission of Requests for clarification	05.11.2021
Bid evaluation criterion	Price and quality criteria
Information/clarifications	<p>For the tender procedure Name: Georgios Papageorgiou E-mail: gpapageorgiou@thpa.gr Telephone: +302310593305</p> <p>Name: Paraskevi Theologou E-mail: ptheologou@thpa.gr Telephone: +302310593305</p> <p>For technical issues Name: Anastasia Sachinidou E-mail: asachinidou@thpa.gr Telephone: +302310593354</p> <p>For technical issues Name: Georgios Georgiadis E-mail: ggeorgiadis@thpa.gr Telephone: +302310593352</p>

PART A': GENERAL & SPECIAL TERMS

ARTICLE 1- Description of the Object of the Supply

This call concerns the supply of the following vehicles.

Category	Amount	Fuel	Minimum load capacity	Minimum length of the cargo area
Single cab closed truck	2	Oil	1350 kg	3,500 mm
Double-cab pick-up truck	1	Oil	1000 kg	1,500 mm
Single cab closed truck	1	Oil	650 kg	1,500 mm

The offered vehicles shall comply with the technical specifications set out in Part B hereof. The supply includes the issuance of license plates, the transport and delivery to the port of Thessaloniki and the performance of the first two maintenance services provided by the manufacturer.

It is noted that participants can submit a bid either for all the requested vehicles or for a selected category.

ARTICLE 2 – Award Criterion

The award criterion of the supply is the most financially advantageous bid, which is estimated based on the price and the following criteria:

1. Technical features.
2. Time of delivery.
3. Period of validity of the performance guarantee.
4. Organization-Infrastructure for the provision of technical support (after sales Service)

ARTICLE 3- Right of Participation - Selection Criteria

3.1 Right of Participation

3.1.1. Participation in the procedure shall be open to natural or legal persons, who have commercial or industrial activity related to the object hereof. Economic operators established in Greece are required to be registered with the Chamber of Handicrafts, Chamber of Commerce or Industry.

3.1.2. Participants shall:

- Not be under bankruptcy, liquidation or administration;
- 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) corruption, as it is respectively defined in Article 3 of the Council Act dated 26th May 1997(21) and in Article 3, paragraph 1 of Council Joint Action 98/742/JHA;
 - c) fraud within the meaning of article 1 of the Convention on the protection of financial interests of the European Communities;
 - d) money laundering, according to article 1 of the Council Directive 91/308/EEC of 10 June 1991 on the prevention of the use of the financial system for the purpose of money laundering;

- e) embezzlement (Criminal Code 375);
- f) fraud (Criminal Code 386- 388);
- g) extortion (Criminal Code 385);
- h) forgery (Criminal Code 216- 218);
- i) perjury (Criminal Code 224);
- j) corruption (Criminal Code 235- 237);
- k) fraudulent bankruptcy (Criminal Code 398).

In case the interested Economic Operators participate as an association or consortium, the above shall be met by each member of the consortium.

In the case of an Association or Consortium, all members are jointly and severally liable to the contracting entity.

ARTICLE 4 - Bid Submission Way and Time

Bids shall be submitted electronically, no later than 11.11.2021 by sending a compressed locked file folder to the email addresses: gpapageorgiou@thpa.gr, asachinidou@thpa.gr, ptheologou@thpa.gr, ggeorgiadis@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.

ARTICLE 5 - Provision of Clarifications on the Call

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to the following email addresses: gpapageorgiou@thpa.gr, asachinidou@thpa.gr, ptheologou@thpa.gr, ggeorgiadis@thpa.gr no later than five (5) days before the closing date for submission of bids. Requests for clarifications submitted in any other way will not be considered.

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

ARTICLE 6 - Extension, amendment, addition or cancellation of the tender

ThPA SA reserves the right to extend the time for submitting bids before the original deadline expires, 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. It also reserves the right to modify the terms of the procedure with transparency.

ARTICLE 7- Bid Content

The bid contents are defined as follows:

1. Participation documents;
2. Technical Bid;
3. Financial Bid;
4. Price list of suggested spare parts

7.a Participation documents

Participants shall submit the following supporting 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 Declaration through which the Candidate declares that there are no grounds for exclusion, as set out in paragraph 3.1.2, for the economic operator and its authorized representatives and that there are no grounds for believing that such

impediments will occur during the period of validity of the bid and any possible extensions thereof;

- 3) A Solemn Declaration through which the Candidate declares that he has taken note of the specific requirements and particularities of the Object of the Tender and that he unconditionally accepts the terms of the call. In the case of disagreement, he shall explicitly indicate the points with which he disagrees.
- 4) A Solemn Declaration stating that he will undertake the procedures for the issuance of plates and licenses and that the vehicles will be delivered with license plates, ready for circulation;
- 5) Information document for the processing of personal data, according to Article 13 of the GDPR 679/2016, signed by the Candidate (Annex A).
- 6) In order to prove the legal establishment and representation, the legal documents of establishment and legal representation shall be presented, depending on the legal form of the tenderer (such as articles of association, general GEMI certificate, BoD formation, other documents published in GEMI). 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.

7.b Technical Bid

The Technical bid shall include the following information:

- 1) Detailed and clear technical description of the vehicles under supply, according to the terms listed in PART B' (TECHNICAL TERMS & SPECIFICATIONS) of this call.
- 2) Technical prospectus of vehicles.
- 3) Presentation of the infrastructure for the provision of technical support (aftersales service) in Thessaloniki. If the tenderer does not have his own technical support structure, he will present the structure of the support department of the authorized or affiliated workshop in Thessaloniki.
- 4) A Solemn Declaration by which the supplier undertakes to supply ThPA SA with all the spare parts that will be required for the repair - maintenance of vehicles and to provide full and complete technical support for at least seven (7) years from their receipt, as well as that he will bear all the costs of consumables and labor needed for the first two (2) regular services.
- 5) Any other item that the tenderer deems necessary.

7.c Economical Bid

The economical bid shall bear the stamp of the participating economic operator and the signature of its duly authorized representative and shall state:

- the offered price in Euro (excluding VAT), for the supply of each vehicle including the costs of registration and issuance of license plates;
- the delivery time, as defined hereof;
- the period of guaranteed good operation, in accordance with the provisions of article 14.4;
- the payment method as provided for in article 14.3 hereof;
- the time of bid validity, in accordance with article 8 hereof.

7.d Price list of suggested spare parts

The participating economic operator shall submit an financial bid both for spare parts and consumables which, at the manufacturer's discretion, are expected to be required within a

seven-year period, as well as the charges of the basic services. The bid shall indicate the initial price of items, the estimated delivery time, the discount rate offered and the period during which the discount rate will remain constant. ThPA SA may, in its sole discretion, obtain as many items as it deems necessary.

ARTICLE 8 - Time of Bid Validity

Bids submitted shall be valid for one hundred and twenty (120) days from the day following the date of expiry of the deadline for the submission of bids.

The validity of the bids may be prolonged, 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 9- 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 all interested parties in the tender entails their explicit, unconditional and irrevocable resignation from any right to adjust the prices offered and possibly resulting from another relevant provision.

ARTICLE 10 - Counterbids

Alternative bids, counter-bids or modifications of bids or any proposals that can be characterized as counter-bids, will not be considered and will be rejected by the competent body of ThPA SA, upon consultation of the Tender Committee.

ARTICLE 11 - Language

The official languages of the proceedings are 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), accompanied by an official translation into one of the above languages. In case of disagreement, the prevailing wording shall always be the translation into one of the official languages of the tender.

ARTICLE 12- Bid Evaluation

During the evaluation of bids, ThPA SA may address requests to the economic operators concerning for clarifications and economic operators must provide clarifications within the time limits set. After completion of the evaluation, participants are informed of the acceptance or rejection of their bid.

ARTICLE 13. Awarding Criterion

The supply will be assigned per vehicle category. The award criterion is the most advantageous bid based on the price and the following criteria.

Criterion	Criterion rating	Importance
Technical features	80-120	50%.
Time of delivery	80-120	10%.
Period of validity of the performance guarantee	80-120	20%.

Organization-Infrastructure for the provision of technical support (after sales service)	80-120	20%.
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The rating of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a grade of 100, provided that the requirements of the Call are exactly met. In cases where the requirements of the Call 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 fraudulent sum of the weighted scores.

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

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

whereby:

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 cost of the bid with the lowest price per group A, B, C.

K_i the cost of the bid i per group A, B, C.

L_i which is rounded to 2 decimals.

The bid with the largest L will prevail.

In 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.

ARTICLE 14 - Contract

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

The contract may be modified during its term, without the need for a new contract procedure, only upon the mutual agreement of the parties.

ARTICLE 15- Special terms for the performance of the supply

15.1 Performance Guarantee

The seller shall provide a Performance Guarantee, the amount of which is set at a rate of up to five percent (5%) on the value of the contract without VAT.

The performance guarantee shall be submitted before or during the signing of the relevant contract and returned after the successful receipt of the object of the supply. It shall be forfeited in case of violation of the terms of the contract, as it specifically states.

15.2. Time of delivery

The total time for delivery will be determined by the bidders in their bid and it is desirable that it does not exceed four (4) months from the date of signing the relevant contract.

The vehicles will be delivered by the supplier at the premises of ThPA SA with license plates, ready for circulation.

In the case of overdue delivery, for reasons relating solely to the actions or omissions of the seller, a fine of 1% on the contractual value for each week of delay, with a maximum of 5%, shall be imposed.

In case of failure to fulfill the contractor or change of essential terms of the competition on its part, such as the designated delivery time, etc., ThPA S.A it may set a deadline of seven (7) days to the contractor to fulfill or comply with the terms of the competition. In the event of a refueling of the above deadline, ThPA S.A it has the right to choose the next preferred candidate of the competition in parallel to the right to compensation against the originally selected contractor for any damage suffered by non-fulfillment or non-compliance with the Terms of the Competition.

15.3. Payment method

The total value of the vehicles shall be payable after delivery, within 60 days from the date of issuance of the relevant invoice and the certification, on the document, of the proper operation of the vehicles.

15.4 Guaranteed Proper Operation

15.4.1 Time of guaranteed proper operation

The offered vehicles shall be accompanied by a warranty of three (3) years or more. Regarding paint, the warranty period is set at seven (7) years at least. The start date of the warranty is the date of delivery.

During the warranty, the seller undertakes to repair any damage due to construction error or defective material, at his own care and expense, bearing the cost of labor and spare parts. All damages shall be repaired immediately within the warranty period.

15.4.2 Letter of Guarantee

During delivery of the vehicles., a Letter of Guarantee shall be submitted, the amount of which is set at a rate of up 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.

In the event of non-compliance of the seller with his contractual obligations, the Competent Body of ThPA SA shall recommend the total or partial forfeiture of the Letter of Guarantee.

The Letter of Guarantee shall be returned after the expiration of the period of guarantee.

15.5 Contractor's Obligations

The seller undertakes to perform the first two periodic maintenances provided for by the manufacturer at his own care and expense (materials - lubricants - labor). The bidders shall mention in their bid both the operating hours for each maintenance, the works provided as well as the technical prospectus of the manufacturer with the above.

Periodic maintenance is not considered to be the first one in order to make the necessary adjustments after operation.

PART B': TECHNICAL TERMS& SPECIFICATIONS

B 1 VEHICLE GROUPS

GROUP A'

Two (2) diesel-powered single cab closed trucks, for their FREE delivery to ThPA SA. The following are the minimum requirements of the vehicles under supply.

1	Vehicle load capacity	1350 kg
2	Length of the cargo area	3,500 mm
3	Internal height of the cargo area	2,000 mm
4	Engine capacity	2.000cc
5	Engine horsepower	120PS
6	European emission standard	Euro 6d

Each vehicle shall have three seats (1 for the driver - 2 for co-drivers). The side sliding door shall not have a crystal windshield, as with the rear opening door.

The rear opening door shall consist of two parts and open on both sides of the vehicle and not upwards.

GROUP B'

One (1) oil-powered double-cab pick - up truck 4X4, with self-supporting trailer, for its FREE delivery to ThPA SA. The following are the minimum requirements of the vehicle under supply.

1	Vehicle load capacity	1000 kg
2	Length of the cargo area	1,500 mm
3	Ground clearance (rear axle)	200 mm
4	Engine capacity	2.000cc
5	Engine horsepower	120PS
6	European emission standard	Euro 6d

The vehicle shall have four or five seats (driver, co-driver and passenger). The door at the rear of the vehicle shall open backwards and downwards by rotating 90°.

GROUP C'

One (1) oil-powered single-cab closed truck, for its FREE delivery to ThPA SA. The following are the minimum requirements of the vehicle under supply.

1	Vehicle load capacity	650 kg
2	Length of the cargo area	1,500 mm
3	Volume of the cargo area	3.00 m ³
4	Engine capacity	1.300cc
5	Engine horsepower	75PS
6	European emission standard	Euro 6d

The vehicle shall have at least two seats (driver - co-driver). The side sliding door shall not have a crystal windshield, as with the rear opening door. The rear opening door shall consist of two parts and open on both sides of the vehicle and not upwards.

In addition, the bidder must complete the following table "**Cost of Ownership**" for those of the above (A, B, C) groups will submit an offer.

Cost of ownership			
Cost type	Group A	Group B	Group C
Maintenance / Year (€ / year)			
Circulation Taxes (€ / year)			
Consumption (Lit / 100 Km)			

The information must be accurate. For the consumption of the vehicle, the official consumption mentioned by the manufacturer in the official prospectus must be completed, also the maintenance cost must be completed according to the manufacturer's instructions. In case the manufacturer mentions maintenance / kilometers, note those kilometers. The cost of maintenance should be estimated based on the parts provided by the manufacturer that need to be replaced per year or per kilometer.

B 2 FRAME & BODY

The frame of the vehicles shall **definitely** be made of steel, with high torsional rigidity and strength, with front and side safety bars. It shall have undergone factory corrosion testing, both on the outer surfaces and on the inside of the load-bearing structure by the complete immersion and electrolytic deposition of corrosive material.

Aluminum frames are not accepted.

The body of the vehicles of the above three categories shall be of strong construction, with good insulation against sound and heat. The plasterboard of the body shall have undergone corrosion testing on both surfaces. The corrosion testing at the welds, hollow structural sections and the plasterboards is especially emphasized.

The frame shall be light but sturdy, rigid with controlled deformation zones, so that it protects passengers as much as possible.

The driver & co-driver seats shall be anatomically adjustable in height and length and have a variable-height head protection. All seats shall be equipped with automatic three-point seat belts with pre-tensioners and load limiters. The seat lining shall be dark, fabric or preferably made of high-strength synthetic leather. The floor mats shall be either made of carpet or preferably made of high-strength rubber, which will facilitate washing with water under pressure. The sides and roof of the vehicles shall be lined with dark high-strength fabric, the shade of which shall be elegantly combined with the colors of the seats and the floor.

The doors shall be secured with security locks with central locking, which shall be controlled by remote control, but also by the driver's door lock at least. The interior lighting of the passenger compartment shall be done with interior ceiling lamps.

Windshields shall be made of safety glass that, in case of breakage, shall not injure passengers. They shall be cleaned by wipers of three or more speeds, preferably with the option of automatic start and operation depending on the intensity of rainfall. All window panes shall be safety panes with thermal insulation.

The achievement of comfort temperatures, both in summer and in winter, shall be achieved with an automatic or semi-automatic air conditioning system, equipped with a pollen filter and

a multi-speed fan, where the air conditioner shall operate through a system of vents and louvers. During the winter, heating shall be provided with a heating system that utilizes the heat of the engine.

B 3 ENGINE

The engines of all three vehicle groups shall be oil-operated, water-cooled,

of EURO 6-type anti-pollution technology. The installation areas of the engines shall be sound and heat insulated with materials that comply with the most modern technical specifications and current European legislation.

Tenderers shall include a detailed description of engines, fuel consumption, in city, highway and standard combined cycle conditions, their power and torque diagrams as a function of speed and carbon dioxide (CO₂) emissions.

B4 TRANSMISSION - DRIVE- BRAKING

The gearbox in the vehicles under supply of all three categories shall have at least five (5) forward speeds, all synchronized and one reverse speed. The vehicles shall have hydraulically assisted height-adjustable drive systems mounted on the left side of the vehicles.

The vehicles shall have high-strength steel or aluminum wheels, with tubeless tyres of a reputable European or Japanese manufacturer. The bid shall describe in detail the manufacturer and the type of vehicle tyres. The date of their production shall not be older than six (6) months from the date of delivery.

For all vehicles, the braking system shall have a hydraulic dual diagonal circuit.

The application of the braking shall be done with ventilated disc brakes on the front wheels and drums or preferably discs on the rear wheels.

Pressure distribution shall be done through a distributor and at least a state-of-the-art ABS anti-lock braking system shall be included.

B 5 ELECTRICAL SYSTEM

The lighting of the vehicles under supply shall fully comply with the provisions of the current traffic code. The vehicles shall be equipped with a yellow electric light, which shall be activated from inside the driving cab.

The electrical installation shall be for 12V operation with the use of a closed-type battery of sufficient capacity , that shall cover all the foreseen functions. The battery with which the vehicle will be delivered shall be manufactured by a reputable European company, widely used in closed-type vehicles and it shall not require maintenance (maintenance-free).

It shall bear complete outdoor and indoor lighting equipment, with state-of-the-art luminaires. The fuse carrier shall be easily accessible, have an indication of the type of consumption protected, as well as an indication of the rated voltage in Ampere.

B 6 EQUIPMENT

The vehicles shall be equipped, at a minimum, with the following equipment:

- **Vehicle operation controls:**

Tachometer, speedometer, water temperature indicator, fuel level indicator, low engine oil indicator, brake status indicator, lighting adjustment, electrical system indicators (battery, dynamo), etc.

- **Air conditioning system:** The vehicles shall necessarily have a factory-installed multi-speed air conditioning - ventilation system.
- Central Door Lock with remote control and from the driver's door lock.
- Electronic vehicle immobilizer system
- Exterior mirrors adjustable from the inside.
- Driver/co-driver electric windows.
- Audio Installation with radio/CD with MP3 and antenna.
- Adjustable front/rear Driver/co-driver seats and, in addition, height adjustment for the driver's seat.
- Adjustable passenger head restraints.
- Central anti-glare mirror.
- State-of-the-art anti-lock braking system
- Adjustable headlight beam
- Tyres of a reputable European or Japanese manufacturer with spare wheels and tyres of the same dimensions and factory.
- Driver and co-driver airbags and preferably side airbags. Participants shall indicate the number of airbags in the vehicles offered.
- Exterior cargo lashing hooks for pick-up trucks and internal cargo lashing hooks for closed "cage" trucks.

In addition to the above mandatory requirements, participants may offer at their discretion other systems of basic equipment or optional equipment, which will be taken into account depending on their usefulness.

For **Group A**, the bidder shall offer complete equipment for roof rack as an option, without the need for any modification to the body of the vehicle, for which they shall mention the cost, technical characteristics and the company of construction. In case of selection of the optional equipment, the Contractor shall deliver the respective vehicle with the selected optional equipment installed. In addition for the same group the candidate supplier can offer as an option for one of the two vehicles and a second side sliding door, of the same characteristics as the main one.

B 7 TOOLS - ACCESSORIES– OTHER EQUIPMENT

Each vehicle shall be accompanied by at least the following:

- Vehicle lift jack and wheel change wrenches.
- Fire extinguisher in accordance with applicable regulations.
- Pharmacy and parking triangle.
- A complete spare wheel for each vehicle similar to the existing main wheels (their production date shall not be older than six (6) months from the date of delivery).
- Operation and maintenance manual (in Greek).
- Illustrated audio system operating manual.
- Illustrated spare parts book.

- Installed, flashing rotating lamp (light), controlled from the inside.

All the vehicles under supply that will be delivered to ThPA SA shall be white.

B 8 SPECIFICATIONS - CERTIFICATES - LICENSES

Per group, the vehicles to be supplied shall all be of the same factory and type. Bids including vehicles of the same category, but different factories and types, the are not accepted.

They shall also be completely unused, of the latest series of construction and the latest type.

For this reason, bids shall be accompanied by a technical description of the offered vehicles and official technical manuals (prospectus) of their factory.

The technical description shall state at least the following:

- Origin, manufacturing plant, type.
- Taxable horse power
- DIN power and the corresponding number of revolutions
- The torque and the corresponding number of revolutions
- Power and torque diagrams as a function of the number of revolutions
- The engine capacity and the existence of an air compressor
- The highest speed they can develop.
- The number of gears, given that the gearboxes will be mechanical
- The dimensions and the distance of the axes, from each other and from the ground
- Operating weight while empty and load capacity.
- The general dimensions of the vehicle and the dimensions of the cargo area.

In general, bids shall be accompanied by detailed Technical Descriptions, which shall fully comply with the numbering of Part B of the Call concerning the Technical Terms.

All Vehicles shall be delivered in full compliance with the Award Contract, having the statutory license and license plates. All related processing costs, fees, etc. shall be borne by the contractor.

ATTACHED:

A) Annex A – Confidentiality document.

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

FRANCO NICOLA CUPOLO

ANNEX A.

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___
7/2020

ISSUED ON:

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