



PROCUREMENT & INVESTMENTS DEPARTMENT

TED 080/2022
REQUEST FOR PROPOSAL

**FOR THE STUDY OF REPLACEMENT OF THE EXISTING SUBSTATION 1B AND INSTALLATION OF A NEW
OUTDOOR KIOSK-TYPE 2x630 kVA SUBSTATION IN THE AREA OF PIER 2**

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	16/3/2022
Deadline for the submission of Requests for Clarification	11/3/2022
Awarding Criterion	Price and qualitative criteria
Contact information/clarifications for	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 is about the (replacement) dismantling and removal of the existing 1B 250kVA Substation, the supply and installation of a new kiosk-type 2X630kVA substation with the equipment that is detailed as follows:

A.1 Outdoor Fireproof "Kiosk" type Substation 2X630kVA

A.2. Medium Voltage Panel (inside kiosk - medium voltage compartment)

A.3. 2x630 kVA transformer (inside kiosk - transformer compartment)

A.4. Low Voltage Panel (MLVS) 2x1000A (inside outdoor substation - LV compartment)

A.5. Outdoor 1600A watertproof low voltage panel (PILLAR)

It is emphasized that for reasons of uniformity, correct mechanical assembly and proper operation, each panel will bear components of only one reputable manufacturer and its protocols will be fully observed. The use of materials from different companies in the same panel will not be accepted.

The new Kiosk-type (pillar) substation will be installed at the location shown in Part B hereof (H. 0.1. Floor plan of substation 1B '). In case the Contractor diverges from this position, it shall be recorded in detail in his technical bid. 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 Sachnidou).

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 project phase	20%
4	Time of project completion	15%
5	Warranties	10%

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 3% penalty on the contractual price will apply for each day of delay, up to a maximum of 10%.

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 six hundred thousand euros (€ 600,000.00).
- To have an average special turnover of electrical works in the last 3 years (2018-2020), amounting to 300,000 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 €300,000 & €300,000.

b) Professional Civil Liability with a minimum maximum liability per event and a maximum annual limit of €300,000 & €300,000 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 at least four (4) technicians 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 three (3) years of experience in the field of Medium Voltage Electrical Installations (20KV).

2.2.3 Participation Documents

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

- 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.
- 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.
- 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.
- 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 economic operator.
- 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

- Certificates of performance related to the object of this Call for works and copies of the respective contracts.
- Have 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.
- Letter of Guarantee for participation in the tender amounting to six thousand euros (€6,000.00) 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. In the case of Consortia, Associations or Partnerships, a Participation Letter of Guarantee is submitted by each economic operator according to the percentage of participation in such Consortium, Association or Partnership. The Participation Letter of Guarantee is forfeited in favour of ThPA SA if the selected Contractor refuses, explicitly or silently, to sign the corresponding minute or contract, within the specified deadline.

- Financial statements of the three last years (2018-2020).
- 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.
- CVs of the project team members
- Certificate of employment status of the staff from the Information System "ERGANI".
- Copies of professional licenses (as referred to in Article 2.2.2).
- 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 for clarification to the participating economic operators, who shall provide such clarifications within the specified deadlines, as the case may be.

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

After the end of the evaluation, participants are informed of 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 project phase	20%	80-120
4	Time of project completion	15%	80-120
5	Warranties	10%	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 (Li) 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 **16/3/2022** 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. gsiskos@thpa.gr with cc: _asachinidou@thpa.gr and gpapageorgiou@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

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. Removal, Supply and Installation of a kiosk-type substation (Medium Voltage Panels)
 2. Procurement and installation of Low Voltage Panels
 3. Procurement and installation of a transformer.
 4. Supply and Grounding installation of the new substation
 - 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. All required solemn statements as described in the previous parts of the technical terms.
3. Presentation of the infrastructure of the panel construction facilities.
4. Technical specifications, in accordance with this Call.
5. Technical characteristics of the equipment offered.
6. Certificates of the equipment to be supplied in accordance with the applicable regulations (xxxx)
7. Wiring drawings
8. Single line diagrams of panels (in pdf or autocad format)
9. Ground floor and topographic diagram of the substation as it will be formed based on the submitted study.
10. Any other information that the interested party deems necessary.
11. Training program
12. Details of subcontractors, if any.

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 fulfilment of his/her obligations.

ARTICLE 10- Special terms

10.1 Letter of Guarantee

For signing the contract, a 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 two (2) years 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 object indicating specifically the delivery time of the project phases and the idle time per project phase.

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, can 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, which will be submitted at the signing of the contract.

- 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.
- 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 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. If an accident occurs, the Contractor will make all the required 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 €300,000.

6. Subcontracting – Assignment

The legal entity 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 along with their technical bid. 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 any subcontractor if it considers that he does not meet the requirements of this contract's scope, and the contractor is obliged to replace the subcontractor within 15 days, making sure that any failure caused due to the fault of the subcontractor or the contractor is restored.

PART B': TECHNICAL SPECIFICATIONS
PROJECT DESCRIPTION

This study concerns the Replacement of the Existing Substation and Installation of a New Outdoor kiosk-type 2x630 Kva Substation in the Area of Pier 2.

For the total replacement of the substation 1B 250kVA, with a new kiosk-type substation 2X630kVA, the electrical parameters, the equipment of the existing substation and the increased future energy needs that may have to be met have been mapped.

Regarding Substation 1/B, it will be replaced with a new kiosk-type substation with two transformers in parallel operation.

The mapping was carried out at low voltage level, both in the part concerning the switching components, and in the part concerning the low voltage supply cables. Given that the loads served by the existing substation are highly important, it becomes necessary to install a new Pillar-panel outdoors, in the position shown in the sketch and to attach to it the existing departure cables that can not be mated directly to the new low voltage field due to distance.

For all other discharges, the new low voltage field of the new substation will be built and they will depart from there.

Therefore, the new substation will have the compartment with the medium voltage fields and their departures, the space of the transformers and the space of the low voltage fields, which, in addition to the loads, will have fields for the compensation and departures for the external pillar.

The base of the new substation must be designed and the new indicative location of the substation must be reflected on the drawings.

The kiosk will have fire detection and will be fireproof.

In addition, there are (2 departures that will be mated inside a new pit that will be built in front of the old substation and will be connected to the new low voltage field of the substation.

Annexes:

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

ANNEX 1 - GENERAL TERMS OF THE PROCUREMENT CONTRACT

1. Term of Contract

(a) The Contract begins on the date of signature and ends at 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. Unless an expiration date is specified, the Contract will come to an end when all goods are accepted and all payments required under the Contract are made.

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

2. Supply and delivery of goods

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

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

- (i) ThPA has certified their acceptance in writing; or
- (ii) acceptance was made in accordance with the following article 3(a).

3. Acceptance or rejection of goods

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

(b) If the goods:

- (i) do not comply with this Contract; or
- (ii) are damaged on delivery, unfit for purpose or unusable commercially;

ThPA SA may reject the goods by written notice (including reasons for the rejection) to the Contractor within thirty (30) days of delivery. ThPA SA shall not be liable to pay for goods rejected.

(c) The Supplier, at his cost, shall collect and remove any rejected goods as soon as practicable upon notice. 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 notice, destroy the goods or otherwise dispose of the goods in its discretion.

4. Contractual Price

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

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

5. Invoicing and payment

(a) On or upon 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 minus any amount required by Law within sixty (60) days of receipt of a valid invoice.

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

6. Transfer of ownership and risk

Ownership of the goods will be transferred to ThPA upon acceptance of the goods. ThPA bears the risk linked to the goods after they are delivered to the point of delivery.

7. Warranties

(a) The Supplier states 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 the ownership of the goods to ThPA
- (iii) Himself and its Personnel 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 the Contract

(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 specified in the Contract (or, if no purpose is stated, for the purpose for which the goods they are normally used)

(B) comply in all respects with this Contract

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

(D) are of a quality compliant with business usages and complies with all Laws.

(b) If provided in the Contract, the Supplier will provide any warranties of the manufacturer to ThPA S.A.

8. Liability

(a) The Supplier compensates, and will at all times keep ThPA SA and each of its Personnel exempted from any liabilities, losses, damages, costs and expenses (including all legal and settlement costs determined on a full compensation basis) or compensation arising out of, or in any way in connection with, any of the following:

- (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) wilful 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 Personnel (including breach of warranty) or any negligent act or omission of the Supplier or its Personnel, or
- (ix) 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 its obligations under the contract which was caused, or contributed to by, any act or omission of the Contractor or any of its Personnel.

(b) The Supplier's liability to compensate ThPA SA under article 8 is reduced to the extent that any wilful, unlawful or negligent act or omission of ThPA or its Personnel contributed to the liability, loss, damage, cost, expense or compensation borne by the Supplier.

9. Termination

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

- (i) fails to deliver the goods in accordance with the Contract
- (ii) breaches any provision of the Contract and, where that breach is capable of remedy, he fails to remedy the breach within ten (10) business days upon receipt of written notice (or such later date as may be specified in that notice)
- (iii) infringes any article of the Contract in a way that cannot be corrected
- (iv) goes into receivership
- (v) any of its Personnel involved in the supply of 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 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 to lodge an action or an appeal by any of the parties, which arose during the term of this Contract and until its expiry or termination.

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

10. Confidentiality, privacy and data protection - GDPR

For the observance of the principles of privacy and confidentiality and the processing of personal data, the parties sign and abide by the attached Annex 2, which forms an integral part hereof.

11. Access

When at the ThPA S.A.'s premises, the Supplier must, and must ensure that its Personnel:

- (a) protect people and property of ThPA
- (b) prevent any disturbance
- (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 Personnel.

12. Subcontracting

(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 subject to conditions or cancelled in its absolute discretion).

(b) The Supplier shall not, as a result of any sub-contracting, be released from the obligations under the Contract and will be responsible for all acts and omissions of any sub-contractor as though they were the actions of the Supplier.

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 falling 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 laws and policy

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

(b) The contracting parties shall use their best endeavour to resolve any dispute or disagreement that may arise over the interpretation or performance of this

Contract amicably. The Courts of Thessaloniki shall be competent for resolving any dispute arising from the performance of this Contract.

15. General Terms

(a) Time is critical for the supply of the goods.

(b) The Contract may only be modified or replaced by a written document executed 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 or delays in exercising any of its rights under this Contract, the failure or delay 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 possible, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

(e) ThPA may set off any sum owing to the Supplier under the Contract with any amount owing by the Supplier to ThPA.

(f) 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. Neither party can rely on an earlier written document or any oral communication by or on behalf of another party before this Contract was executed.

ANNEX 2 - INFORMATION DOCUMENT ON 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 Societe 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 "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 keeps** a record of 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.

These data will be used for the purposes of handling the Application Form, the Offer or any other similar document of the Procurement and Investment Division of ThPA SA. The purpose of processing may be: 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*). These data are kept at the competent Procurement Department **for as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfillment of both parties' obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA 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 "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 "Controller" provides information to the "Data Subject" about the action held upon request, pursuant to Article 15 to 22 of the GDPR without delay and, in any case, **within one month** from the reception of the request. This deadline **may** be extended for two more months, if required, taking into account the complexity and the number of requests (*see more in detail: Article 12 par. 3-4 of the GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (*address: 1-3 Kifissias Str. P.C. 115 23, Athens*) or by e-mail ([link](#)).

Thessaloniki, ___ / ___ /20___

7th Edition/2020

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

THE MANAGING DIRECTOR - CHIEF EXECUTIVE OFFICER OF ThPA SA

FRANCO NICOLA CUPOLO