



GENERAL INVESTMENTS DIVISION

**TED 79/2022**  
**CALL FOR TENDERS**  
**FOR THE SUPPLY AND COMMISSIONING OF THE COMPLETE OVERHAUL OF THE CABLE FESTOON SYSTEMS**  
**OF TWO (2) STS 3 AND 4 CRANES.**

**SUMMARY OF THE CALL**

<b>OPEN CALL</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY SA</b> Main line of business: Port services 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 the Submission of Bids</b>	<b>21/02/2022</b>
<b>Deadline for the submission of Requests for Clarification</b>	<b>17/02/2022</b>
<b>Awarding Criterion</b>	Price and qualitative criteria
<b>Contact for information/clarifications</b>	<b>For the tender procedure</b> Name: Giorgos Papageorgiou Email: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> Tel.: +30 2310593305 Name: Anastasia Sachinidou Email: <a href="mailto:asachinidou@thpa.gr">asachinidou@thpa.gr</a> Tel.: +30 2310593354 <b>On technical issues</b> Name: Nektarios Sfyris Email: <a href="mailto:nsfyris@thpa.gr">nsfyris@thpa.gr</a> Tel.: +30 2310593524

## **PART A: GENERAL & SPECIAL TERMS**

### **ARTICLE 1 – Physical and Financial Object**

#### **1.1 Object**

The scope of the tender is the supply and commissioning of the complete overhaul of the **Cable Festoon Systems of Two (2)** Ship-to-Shore container handling cranes, namely **STS 3** and **STS 4**, in operation at Th.P.A. S.A.'s premises at Thessaloniki Port, including the supply of all materials / parts.

The total project includes performing calculations, supplying and installation of all the proposed materials (mechanical, electrical) of the festoon system, delivering drawings and documentation according to the European Standards and local Greek's regulatory agencies.

**The Bidders shall include in their bid - technical and financial - any findings that have derived from their scheduled visits at the port, that necessary to complete the project.**

#### **1.3 Award Criterion**

The award criterion is the most advantageous bid based on the price and the following criteria.

Criterion	Importance
Technical specifications	20%
Total delivery time	25%
Dead time of every STS crane	20%
Warranty time	10%
Experience	10%
Technical support after sales	10%
Delivery time of spare parts	5%

#### **1.4 Delivery Time**

Both the criteria of the total delivery time and the dead time about each crane are part of the bidder submission.

More specifically, THPA expects that the dead time about each of the StS cranes 3,4 shall not exceed Maximum **Twelve (12), consecutive, calendar** days are adequate for each STS (total duration, including mobilization, removal, installation & commissioning).

It is also noted that once an STS festoon installation is finished, installation on the next STS must start immediately, without any delay time

In addition, it is stated that the operation of each crane cannot stop, if there is no written confirmation that the Contractor has received all the necessary equipment about the total commissioning of both cranes.

**In the case of overdue delivery and taking into account the cruciality of the project completion and in every stage (installation of every Crane\_delivery of materials) of the project, a fine of 3% on the contractual value for each week of delay, with a maximum of 10%, shall be imposed.**

### **ARTICLE 2- Right of Participation - Qualitative Criteria**

#### **2.1 Right of Participation**

**2.1.1** Bid submission shall be open to legal persons and, in the case of associations of economic operators, to legal persons that have a professional activity related to the object of this call.

Eligible bidders are economic operators who are active in the field of Installation, maintenance, repair in the STS Cranes industry.

**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)

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

**2.1.3** Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected Consortium or Association of Suppliers may be required to have a specific legal form insofar as the inclusion of such a legal form is necessary for the proper performance of the contract.

**2.1.4** In the case of a bid by an association of economic operators or Consortium, all its members are jointly and wholly liable to the contracting entity.

## **2.2 Qualitative Selection Criteria**

### **2.2.1 Financial Standing**

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

- to have an average annual turnover of electrical and mechanical works in STS industry, in the last 3 years (2018-2020) equal to or greater than five hundred thousand euros (500.000€). In the case of a consortium/association of economic operators, this criterion may be cumulatively met by all its members.
- to hold a Class 1 insurance policy by an Insurance Company, covering:

a) General Liability & Product Liability with a minimum maximum limit for liability per event and a maximum annual limit of €500,000 & €500,000.

b) Professional Civil Liability with a minimum maximum liability per event and a maximum annual limit of €500,000 & € 500,000 respectively.

c) 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 Capacity**

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 two (2) technicians with the following supporting documents:

- Qualified electrical or mechanical engineer
- have at least five (5) years of experience in the field of installation, maintenance, repair of electrical and mechanical systems in STS Cranes.

### **2.2.3 Quality Assurance & Environmental Management Standards**

For their participation in the current tender procedure, participants shall comply with quality management standards according to ISO 9001:2015, OHSAS 18001:2007, ISO 14001:2015 or equivalent.

## **ARTICLE 3 - Provision of Clarifications on the Call**

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr) and [asachinidou@thpa.gr](mailto:asachinidou@thpa.gr) -also forwarding the request to [cvasiliadou@thpa.gr](mailto:cvasiliadou@thpa.gr) -no later than five (5) days before the closing date for submission of bids. Requests for technical clarifications shall also be notified to the e-mail address [nsfyris@thpa.gr](mailto:nsfyris@thpa.gr). 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](http://www.thpa.gr) .

## **ARTICLE 4 - Bid Submission Way and Time**

Bids shall be submitted by the economic operators no later than **21/02/2022**, in the following email addresses [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr) and [asachinidou@thpa.gr](mailto:asachinidou@thpa.gr), also forwarded to [cvasiliadou@thpa.gr](mailto:cvasiliadou@thpa.gr) by sending a locked file folder and they shall not be dependent on any other term, condition, proviso or reservation. The password shall be sent to the above Email addresses after the deadline for submission of bids, upon notice to the participants. After the expiry of this date and time, the bid cannot be submitted. Bids submitted late will be disregarded.

**ARTICLE 5 - Extension, amendment, addition, or cancellation of the tender**

ThPA SA reserves the right to extend the time for submission of bids before the closing of the tender procedure. At any time before or after the deadline, the company may cancel the award process, based on a specific reasoned decision, or decide to repeat it at any stage, without any liability, cost or penalty. It also reserves the right to modify the terms of the procedure with transparency.

**ARTICLE 6 - Time of Bid Validity**

Bids submitted are valid and bind the participants for a **period of one hundred and eighty (180) days** from the deadline for their submission. Bids that are valid for a shorter period will be rejected as **unacceptable**.

The validity of the bid may be prolonged, if requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial bid validity period specified in the Call. Any extension of the bid will be accompanied by an extension of the duration of the relevant participation guarantee.

**ARTICLE 7 - Bid Content**

The bid details are defined as follows:

- a) Participation documents
- b) Technical Specifications of the proposed festoon system including drawing
- c) Invitation Schedule
- d) Economical Bid
- e) Personal data, according to Article 13 of GDPR 679/2016
- f) General terms

Alternative bids, counter-bids or modifications of bids or any proposals that may be classified as counter-bids will not be considered and will be rejected.

**ARTICLE - 8 Participation documents**

To prove that the selection criteria have been met, economic operators shall submit the following supporting documents:

- A Formal Statement 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;
- To demonstrate the right of participation referred to in paragraph 2.1, 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);
- A Formal Statement through which the Candidate declares that there are no grounds for exclusion, as set out in paragraph 2.1.2, 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;
- A detailed list of projects related to the object of the call, according to the following template, completed during the last three (3) years (2018 to 2020).

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

- A Certificate of Quality Assurance System ISO 9001:2015, OHSAS 18001:2007, ISO 14001:2015 or equivalent, the Participant issued by a recognized Institute or Organization established in a Member State of the European Union, which shall carry the name or distinctive title of the participant;
- Certificates of proper execution of projects relevant to the object of this and copies of the contracts in question.
- A copy of the template provided in Annex 1 signed by the legal representatives of the participating economic operator (Informative document for the processing of personal data, according to Article 13 of the GDPR 679/2016);
- Financial statements, Curriculum Vitae of project team members, professional licenses.



- Letter of Guarantee for participation in the tender amounting to 10.000€ with a duration of  $\geq$  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 Guarantee shall be submitted by each economic operator according to the percentage of participation in such a Consortium, Association or Partnership. The participation guarantee is forfeited in favor of ThPA in case the selected Contractor refuses, explicitly or implicitly, to sign the relevant minutes or the relevant contract within the time limit set for that purpose.

- A risk assessment and a safety plan.
- A solemn declaration (Law No 1599/86) that, in case of award, the contractor will submit the Insurance Policy provided for in this Call.
- A brief presentation of the company (or any company-member of an association of companies or consortium) that shall include, at least, financial information of the last year, number of employees and relevant list of customers relevant to the object of the call.

In the cases where the economic operator is a legal person, to prove its legal constitution and representation, the legal documents of constitution and legal representation shall be submitted (such as statutes, certificates of company information amendments, respective pages of the Official Gazette, documents of BoD meetings, in the case of SAs, depending on the legal form of the participant). 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.

The associations of economic operators submitting a joint bid shall submit the first nine (9) documents provided for in this article and the documents of constitution of each economic operator that participates in the association.

#### **ARTICLE - 9 Technical Bid**

The Technical bid includes the files and supporting documents based on which the appropriateness of the bid will be assessed in accordance with the detailed information provided in Part B (and Annexes). In particular the Technical Bid shall include a complete and binding technical description of the project/service, equipment and methodology that will be used and shall cover all the requirements and specifications set by ThPA SA in Part B (and Annexes), describing exactly how the specific requirements and specifications are met.

The Technical Bid bears the seal of the bidder and the signature of their legally authorized representative.

Participants shall clearly report any deviations from the technical requirements hereof, describing the type and size of any deviation. The above also applies to features that are considered better than those required.

Additionally, participants shall submit the following:

- 1) General drawings, technical specifications documents and charts.
- 2) Detailed Training Program.
- 3) Presentation of the infrastructure for the provision of technical support (aftersales service).
- 4) The request Invitation Schedule completed and filled out with all necessary information.
  - I. One sheet of the Project Schedule excel file includes a detailed Price Schedule, warranties and payment Terms.
  - II. One sheet of the cost overview excel file includes the proposed materials (mechanical and electrical) of the total festoon system- mechanical and electrical parts- with all the necessary technical information- brand, type, serial number.
- 5) Any other item that the tenderer deems necessary.

#### **ARTICLE 10 - Economical Bid**

The economical bid shall be drafted in accordance with the attached model and, in addition, it shall include:

- a) the time of bid validity, in accordance with article 6 of the Call;
- b) the delivery time:
  - of the required (i) mechanical and (ii) electrical proposed materials of the festoon system (1.4.);
  - of the installation of the festoon system per STS crane;

- c) the period of validity of the performance guarantee;
- d) the signature of the legally authorized representative of the participating economic operator.
- (e) The overall analytical project schedule until the final acceptance. (article 15.4)

**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) and 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 - Evaluation & Awarding Criteria**

The opening of bids will take place without the presence of participants.

During the evaluation, ThPA SA may address requests to the economic operators concerned for clarifications and economic operators must provide clarifications within the time limits set.

ThPA SA reserves the right to request revised bids.

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.

Criterion	Criterion rating	Importance
Technical specifications	80-120	20%
Total delivery time	80-120	25%
Dead time of every STS crane	80-120	20%
Warranty time	80-120	10%
Experience	80-120	10%
Technical support after sales	80-120	10%
Delivery time of spare parts	80-120	5%

The rating of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a score of 100, provided that the requirements of the Call are exactly met. In cases where the requirements 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:

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

whereby:

B<sub>max</sub> is the overall rating received by the best Technical Bid

B<sub>i</sub> is the overall rating of the Technical Bid i

K<sub>min</sub> the total comparative cost of the Bid with the lowest price

K<sub>i</sub> the total comparative cost of the Bid i

L<sub>i</sub> which is rounded to 2 decimals.

The bid with the largest L will prevail.

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

**ARTICLE 13 – 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. The bidders acknowledge the current market conditions and state that their offers are binding. 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 14 – Contract**

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

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

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

## **ARTICLE 15- Special terms**

### **15.1 Letter of Guarantee**

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

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

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

### **15.2 Warranty**

The minimum accepted performance warranty period is at least two (2) years, for the total of the object of the herein (parts and cables) 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.

### **15.3 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.

### **15.4. 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 calendar days, during the two work shifts of ThPA S.A.

### **15.5 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.

## **16. Training**

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

## **17. Insurance**

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

## **18. 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.

## **19. 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, submitted to 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).



## **PART B': TECHNICAL SPECIFICATIONS**

Annexes:

1. Information document regarding the processing of personal data
2. General terms of supply contracts
- PART B' \_Festoon System\_Scope of Work (upload on ThPA SA's website)
- Annexes \_Technical Specifications (upload on ThPA SA's website)

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

**FRANCO NICOLA CUPOLO**

## **ANNEX 1: INFORMATION DOCUMENT FOR THE PROCESSING OF PERSONAL DATA**

**UPDATE ON THE PROCESSING OF PERSONAL DATA, pursuant to Article 13 of the GDPR 679/2016** (accompanies the **Application Forms** in Tenders-Calls-Offers etc. of the Procurement and Investment Division of "ThPA SA").

The Société Anonyme under the name "Thessaloniki Port Authority" (ThPA SA, Law 2688/99, GG 40A/1- 3- 99), having its registered office in Thessaloniki (Pier 1, inside the Port PC: 54625, tel.: 2310 593 118- 121), as legally represented, hereby **informs** and, in conformity with the provisions of the applicable legislation on the protection of personal data, and, the General Regulation EU 679/2016 in particular, **in its capacity as a "Data Controller"**, the natural person (*hereinafter the "Data Subject"*), who signs the Application Form, the Offer or other similar form of the Procurement and Investment Division of "ThPA SA" and submits the necessary supporting documents, **either** on its behalf, as a representative of a private company **or** as a natural person -legal representative of the participant in the legal person procedure, **or** in another similar legitimizing capacity, that ThPA SA and its competent Services-Divisions-Departments (*such as its employees, acting under its supervision, by order and on its behalf and within the framework of their powers and, possibly with others, jointly referred to as "Controllers" and "Processors", third parties or recipients: other participants in the procedure, Ministries, public authorities, Tax Offices, Judicial Authorities etc. based on the compliance with the legal obligation of the "Processor" or in fulfilment of his duty or for performance of a contract*), **collects, processes and retains** the personal data included in the Application Form, Offer or any other document of the Procurement and Investment Division of "ThPA SA" and in its accompanying documents, which are voluntarily submitted to "ThPA SA" by the "Data Subject" either on his behalf (*private company*) or on behalf of the legal person representing it.

This data will be used for the purposes of handling the Application Form, the Offer or any other similar document of the Procurement and Investment Division of "ThPA SA". The purpose of processing may be: The evaluation of the Application/Offer etc., the verification of the details of the «Data Subject» or the company that it represents, required by the procedure, the evaluation of the suitability of the «Data Subject» or the company it represents, as a candidate counter-party towards the conclusion of a contract with "ThPA SA" or with a view to concluding a contract (Article 6, par.1b GDPR Expl.44). Furthermore, "ThPA SA" processes such data in order to communicate with the "Data Subject" whenever it considers it to be necessary, on issues relating to the procedure and for reconciling "ThPA SA" with the requirements of the Regulation and law (*compliance with his legal obligation, Article 6, par 1c GDPR*). This data is kept at the competent Procurement Department for **as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfilment of both parties' obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA SA, as applicable.** Then, they are filed, either on paper or electronically in such a way that access is not authorized to non-authorized employees. After the elapse of the necessary time period, they will be safely destroyed, as provided for by the relevant legislation (*the provisions of Article 191 §2 of Law 4610/2019 (A'70) apply for the period up to 23- 3- 2018, while, the maximum limitation period laid down in the Civil Code shall apply from then on and for the conversion of the Processor into a SA*). The provision of such data is necessary for this procedure and, failure of the "Data Subject" to provide them will lead to the inability of the Data Subject to participate in the procedure and the impossibility of providing such service.

The "Data Subject" can submit a request to the "Data Controller" on: Access-information, correction, limitation of the processing of data regarding it, objection to processing, erasure of data and data portability **subject to the conditions and limits laid down by the applicable legislation** (e.g. 17 par.3, 20 par.3, 23 GDPR). These rights are exercised either by filling in the relevant application form available **on the Protocol and the Investment and Procurement Division** of "ThPA SA", or by sending a letter to the address: "ThPA SA", Pier 1, within the port, PC: 546, Thessaloniki, tel: 2310 593118- 121, or by sending an email to the address: [dpo@thpa.gr](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*):

## **ANNEX 2: GENERAL TERMS OF SUPPLY CONTRACTS**

### **1. Term of the Contract**

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

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

### **2. Supply and delivery of Goods**

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

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

- acceptance is acknowledged in writing by ThPA
- or
- (ii) acceptance was made in accordance with the following article 3(a).

### **3. Acceptance or rejection of Goods**

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

(b) If the goods:

- (i) do not conform with this Contract or
- (ii) are damaged, unfit for purpose or not of merchantable quality during delivery

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

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

### **4. Pricing**

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

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

### **5. Invoicing and payment**

(a) During acceptance or after acceptance of the goods, or as

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

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

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

### **6. Title and risk**

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

### **7. Guarantees**

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

- (i) He has the right to enter into Sales and Service Contracts for the specific purpose of the Contract.
- (ii) He has the right to sell and transfer title of the goods to ThPA
- (iii) He and his staff do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under this Contract and
- (iv) He has not entered into the Contract on behalf of a trust and
- (v) The goods:

- (A) are new and fit for the purpose stated in the Contract (or, if no purpose is stated, the purpose for which the goods would ordinarily be used)
- (B) conform in all respects with this Contract
- (C) are free from defects (including defects in installation) and
- (D) are of merchantable quality and comply with all Laws.

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

### **8. Liability**

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

- (i) personal injury or death
- (ii) property damage
- (iii) breach of an obligation of confidentiality or privacy, whether under this Contract or otherwise
- (iv) fraudulent acts or omissions
- (v) willful misconduct or unlawful act or omission

- (vi) breaches of logical or physical security
- (vii) loss or corruption of Data
- (viii) third-party claim arising out of a breach of the Contract by the Supplier or its staff (including breach of warranty) or any negligent act or omission of the Supplier or its staff

(xi) infringement or alleged infringement of the Intellectual Property Rights or any other rights of any

person, including any third party

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

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

### 9. Termination

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

- (i) fails to provide the Goods in accordance with the Contract
- (ii) breaches any provision of the Contract and, where that breach is capable of remedy, fails to remedy the breach within ten (10) business days after receiving written notice requiring him to do so (or such later date as may be specified in that notice)
- (iii) breaches any provision of the Contract that is not capable of remedy
- (iv) suffers from an Insolvency Event
- (v) if any of his staff involved in the supply of the goods commits fraud, demonstrates dishonesty or any other serious misconduct

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

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

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

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

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

### 10. Confidentiality, privacy and data protection - GDPR

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

### 11. Access

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

- (a) protect people and property of ThPA
- (b) prevent nuisance

(c) act in a safe and lawful manner

(d) comply with the safety standards and policies of ThPA (as notified to the Supplier) and

(e) comply with any directions of ThPA or its staff.

### 12. Sub-contracting

(a) The Supplier shall not sub-contract to any third person any of his obligations in relation to the supply of the goods without the prior written consent ThPA (which may be given conditionally or withheld in its absolute discretion).

(b) The Supplier shall not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier himself.

### 13. Force Majeure

(a) The Supplier may not be held liable for the untimely completion of the supply in case there are reasons of force majeure that prevent the timely fulfillment of the Contract. Force majeure shall be understood to be any unexpected event, which cannot be prevented, even with measures of extreme diligence and prudence, making it impossible for the Contractor to fulfill his obligations alone or via third parties.

(b) Events that fall within the scope of the occupational risks associated to the supplier's professional activity and may adversely affect the fulfillment of his contractual obligations do not constitute grounds of force majeure.

### 14. Compliance with Law and policy

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

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

### 15. General

(a) Time is of the essence in relation to the supply of the Goods.

(b) The Contract may only be varied or replaced by a written document signed by both parties.

(c) A waiver of any right, power or remedy under the Contract shall be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Contract does not amount to a waiver.

(d) Any provision of the Contract which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

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

Subject to article 15(h), a party may not assign any right under the Contract without the prior written consent of the other party. The Supplier will be responsible for acts and omissions of any assignee.

(h) ThPA SA may, by notice in writing to the Supplier, assign its rights, transfer its obligations or renew the Contract in consultation with any other Entity or other subsidiary of ThPA SA.

**16. Entire Understanding and order for precedence**

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



