GENERAL ADMINISTRATIVE DIVISION
PROCUREMENT DIVISION

REQUEST FOR PROPOSAL
ThPA 153 /2026

FOR THE SUPPLY OF FOUR (4) UNITS COMPLETE HOISTING HOOK BLOCKS FOR GANTRY CRANES (ROKAS, GANZ) READY FOR USE FOR ThPA S.A.

Open RFP	
ECONOMIC OPERATOR	**THESSALONIKI PORT AUTHORITY S.A. (ThPA S.A.)** Main Activity: Port Services Address: Municipality of Thessaloniki, within the Port, Pier 1, PC 54625 Tel.: 2310593118 E-mail: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Offers (Closing Date)	**11 / 12 / 2026**
Deadline for the Submission of Requests for Clarifications	**04 / 12 / 2026**
Award Criterion	Most advantageous offer based on price and quality criteria
Contact for Information/Clarifications	**E-mail:** procurements@thpa.gr Name: **Anastasios Anagnostakis** E- mail: aanagnostakis@thpa.gr Telephone: +30 2310 593 360 Name: **Kyriakos Kelidis** E- mail: kkelidis@thpa.gr Telephone: +30 2310 593 333

The société anonyme under the trade name "Thessaloniki Port Authority S.A." (hereinafter ThPA S.A.) which entered into a Concession Agreement with the Hellenic Republic on 02.02.2018, ratified by Law 4522/2018 (Government Gazette 39A/7.3.2018), pursuant to which Hellenic Republic granted to ThPA S.A. the exclusive right of use and exploitation of certain land and assets within the Port of Thessaloniki, conducts an open tender procedure in accordance with the provisions of the aforementioned Concession Agreement, as in force, the Procurement Regulation of ThPA S.A., posted on its website https://www.thpa.gr/el/our-vision/#Policies, as well as the following terms and conditions:

PART A : GENERAL & SPECIFIC TERMS

ARTICLE 1 – Scope

1.1 The scope of this open Request for Proposal (hereinafter called as **"RfP"**) is the supply of complete Hoisting Hook Blocks ready for use, and specifically **four (4) units of Hoisting Hook Blocks for cranes 40t WLL [preferably with Pulleys (36mm Wire Rope)].**

1.2 The technical specifications of the Hoisting Hook Blocks are analysed in Part B of this RfP,

The hooks must comply with the provisions of the Machinery Directive 2006/42/EC and all applicable legislation. They must also comply with EN- ISO- DIN 82019 standards (with latches and nut) and bear a CE mark.

1.3 It is clarified that the submission of more than one offer is accepted.

1.4 The award criterion shall be the most advantageous offer, based on the price and quality criteria referred to in Article 12.

ARTICLE 2 – Conditions of Participation

2.1 Eligible Participants

2.1.1 Eligible to participate in this RfP are economic operators, and more specifically natural or legal entities or associations of economic operators, who carry out a main professional activity related to the scope of this RfP, i.e. manufacturers or traders who can adequately support the Hoisting Hook Blocks and meet the following criteria of personal status and quality criteria.

2.1.2 Criteria of Personal Status

Participants shall:

- Not have been declared or be in a state of bankruptcy, liquidation, compulsory receivership, suspension of payments, bankruptcy settlement, suspension of operations or other similar procedure with its creditors and it is not under any similar procedure (restructuring etc) : (i) has not been placed in any other formal process of relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights in general (in Greece see Law 4738/2020-Bankruptcy Code, as in force); (ii) has not been appointed an administrator, for enforced liquidation, or conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or (iii) does not have a distress, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets.
- Not have been irrevocably convicted in case of participation of natural persons and their legal representatives or their administrators in any other case for:

a) participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300, 11.11.2008, p. 42) and in Article 187 of the Greek Penal Code (criminal organization).

b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (C-195 6/25/1997, 195) and in par. 1 of Article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as the crimes under Articles 159A (corruption of politicians), 236 (corruption of an employee), 237 par. 2-4 (corruption of court officials), 237A par. 2 (trade of influence through intermediaries), 396 par. 2 (corruption in the private sector) of the Greek Penal Code**;**

c) fraud against the financial interests of the Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on combating, through criminal law, fraud against financial interests of the Union (L.198/28.07.2017);

d) terrorism or crimes related to terrorist activities as defined, respectively, in Articles 3 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and the replacement of the Council Framework Decision 2002/475/JHA and the amendment of the Counsil Decision 2005/671/ΔΕΥ or moral instigation or complicity or attempt to commit a crime, as defined in Article 4 thereof, and the crimes of Articles 187A and 187B of the Greek Criminal Code as well as the crimes of articles 32-35 of Law No. 4689/2020 (A' 103);

e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for money laundering or for the financing of terrorism, amending Regulation (EU) no. 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and the Commission Directive 2006/70/EC (OJ L 141/05.06.2015), and the crimes of Articles 2 and 39 of Law No. 4557/2018 (A' 139);

f) child labor and other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, replacing Council Framework Decision 2002/629/JHA (OJ L 101), which was incorporated into national law by Law No. 4198/2013 (A΄ 215), and the crimes of Article 323A of the Greek Penal Code (trafficking in human beings) and

g) the crimes of Articles 375 (embezzlement), 386-388 (fraud), 385 (extortion), 216-217 (forgery), 224 (perjury), 235-237 (bribery) of the Greek Penal Code and 197 et seq. (bankruptcy) of Greek Bankruptcy Code Law 4738/2020 (A' 207).

h) Infringement of environmental legislation with an administrative ratification act.

- Not to have the grounds for exclusion provided for in clause 9.2 of the Procurement Regulation of ThPA S.A.
- Be tax and insurance aware.

2.1.3 The exclusion criteria refer to the 2.1.2 Article apply as set out in Greek and Europe Union law and/or the national legislation of the participating foreign legal entity.

2.2 Quality Criteria for Participation

2.2.1 Financial Capacity

Participants should submit financial statements for each of the last three years (2023,2024,2025).

2.2.2 Technical Capability

Participants should comply with quality environmental and safety management systems according to ISO 9001:2015, ISO 14001:2004 and ISO 45001:2018 or equivalent.

2.3 Participation as association of economic operators

2.3.1 Where the economic operators concerned participate as an association, the criteria of Personal Status of the article 2.1.2 must be fulfilled by each member of the association.

2.3.2 Where the economic operators concerned participate as an association, the criteria of Financial Capacity of the article 2.2.1 must be fulfilled at least by one member of the association.

2.3.3 Where the economic operators concerned participate as an association, the criteria of Technical Capability of the article 2.2.2 must be fulfilled at least by one member of the association.

2.3.4 In cases where an offer is submitted by an association of economic operators, all members shall be jointly and severally liable to ThPA S.A.

2.3.5 Associations of economic operators, including temporary partnerships, are not required to have a specific legal form in order to submit a offer. In the case of an association of economic operators, the agreement for the establishment of the association and the authorization of all the members of the association must be submitted to its legal representative, for the participation of the association in the tender and the submission of an offer. The selected association of economic operators may be obliged to be dressed in a specific legal form to the extent that the wearing of this legal form is necessary for the proper performance of the contract.

2.4 Participation in the RfP

Participation in this RfP will constitute irrefutable presumption that each participant has been given full knowledge of the RfP and all the elements and is fully aware of the conditions of performance of the object. Participation in the RfP constitutes irrefutable presumption that the participant fully, unconditionally and without exception accept all the terms and provisions of the RfP and its documents. Any failure by any participant to be informed of all the above matters and conditions of the RfP shall be the sole responsibility of the participant and shall in no circumstances relieve him of his responsibility and obligation to comply fully with his contractual obligations, if he is ultimately selected as the Contractor of the object.

ARTICLE 3 – Language & Provision of Clarifications on the RfP

3.1 The official languages of the procedure are Greek and English. All the details of the offers will be drafted either in Greek or in English and, if they are drafted in a third language, they will be accompanied by an official translation into one of the above languages.

3.2 Requests for clarifications should be submitted electronically to the email address procurements@thpa.gr, keeping in copy the email addresses aanagnostakis@thpa.gr, and kkelidis@thpa.gr, no later than five (5) days before the deadline for the submission of offers. Requests for clarifications submitted in any other way will not be considered. Answers/clarifications will be posted on the website of ThPA S.A. www.thpa.gr.

3.3 Answers/clarifications should be considered terms of the tender. Participants may not rely on verbal replies or clarifications.

ARTICLE 4 - Bid Submission Method and Deadline

4.1 Offers should be submitted electronically by the participants no later than **23:59h local time** (UTC+2) of **11 / 12 /2026** (Closing Date) in the following email address **procurements@thpa.gr**, keeping in copy the addresses aanagnostakis@thpa.gr and kkelidis@thpa.gr, by sending a locked (access code protected) file folder. Offers shall not be dependent on any other term, condition, provision or reservation.

4.2 The access code shall be sent to the above email addresses after the expiration of the deadline for submission of the offers, upon notification to the participants.

4.3 Offers submitted after the Closing Date and Time will be disregarded.

Note: If the electronic file of the offer exceeds the allowed data delivery volume of the email platforms providers, the use of a file transfer platform can be accepted (e.g. MS Share Point, WETransfer, GoogleDrive etc).

ARTICLE 5 - Extension, amendment, addition, postponement, renewal or cancellation of the RfP

5.1 ThPA S.A., without liability, penalty or compensation of any kind, reserves the right to extend the time for the submission of offers, to amend or supplement the RfP documents or to cancel the RfP in accordance with the provisions of the Procurement Regulation of ThPA S.A.

ThPA S.A. also reserves the right to cancel, postpone or decide to relaunch the RfP at any stage, without liability and cost.

5.2 Participants take part in the RfP procedure at their own risk and are not entitled to any compensation for expenses related to their participation in the RfP procedure and the preparation and submission of their offer.

5.3 Each participant is solely responsible for being informed of all the terms of the RfP.

ARTICLE 6 – Offer Validity Period

6.1 The submitted offers are valid and bind the participants for a period **of one hundred and twenty (120) days** from the deadline for their submission provided for in the RfP. Offers which are valid for a shorter period will be rejected **as unacceptable**.

6.2 The validity of the offer may be prolonged, if requested by ThPA S.A., prior to its expiration, for a maximum period of time equal to the initial offer validity period specified in the RfP.

ARTICLE 7 - Content of the Offer File

7.1 The details of the offer file are defined as follows:

(a) Participation documents
(b) Technical offer
(c) Financial offer

The details of the offer file are submitted in separate sub-folders.

7.2 Otherwise, alternative offers, offers with conditions or reservations, offers for part of the scope of the RfP, counteroffers or modifications of offers or any proposals that can be characterized as counteroffers, will not be taken into account and will be rejected.

The conditions set out in Article 2 of this RfP, the participation documents referred to in Article 8, the technical offer and the technical details sample form referred to in Article 9 and the financial offer referred to in Article 10 shall constitute prerequisites for admissible participation.

Following the award and prior to the signature of the contract, ThPA S.A. may, by notifying the award decision to the successful participant, request the latter to submit additional supporting documents for the purpose of the contract signature in order to demonstrate compliance with the above.

ARTICLE 8 – Participation Documents

8.1: In order to prove that the conditions for eligibility pursuant to Article 2 of this RfP have been fulfilled, participants must submit in the same file (included in a separate sub-folder) the following supporting documents for participation:

I. A certificate of registration in the relevant chamber and/or any other authority required (national economic operators) or a corresponding certificate/approval/authorization of registration from the relevant authority of their country of origin (foreign economic operators), which will prove that the conditions of sub-paragraph 2.1.1 of paragraph 2.1 of Article 2 of this RfP are met.
II. Solemn declaration by the participating natural person or the legal authorized representative of the participating legal entity or the association of economic operators stating that there are no grounds for exclusion, as set out in sub-paragraph 2.1.2 of paragraph 2.1 of Article 2 for the economic entity and its authorized representatives, and that there are no grounds for believing that such impediments will occur during the period of validity of the offer and any possible extensions thereof.
III. Solemn declaration by which the participant declares that he/she has been informed of the specific requirements and specificities of the scope of the RfP and fully and unreservedly accepts the terms of the RfP;
IV. Solemn declaration by which the participant declares that he/she taken note and accepts the Concession Agreement between the Hellenic Republic and ThPA S.A. (Law No 4522/2018 Government Gazette 39 A'/07.03.2018, as in force).
V. The attached Annex 1 Information Document on the processing of personal data, duly signed by the participant in the case of a natural person or the legal representative of the participant in the case of a legal entity or an association of economic operators.
VI. The legal documents of establishment and legal representation (such as a general certificate of company information amendments from the General Commercial Registry, a certificate of valid representation from the General Commercial Registry, the last amended articles of association, decisions for the formation of administrative bodies into a body, etc.) published in the General Commercial Registry, depending on the legal form of the participant. The above documents must show the legal establishment, the person(s) legally binding the company on the date of the RfP (legal representative, right to sign, etc.), any third parties to whom power of representation has been granted, as well as their term of office.
VII. A brief presentation of the company that will include at least financial statements for the last three years (2023,2024,2025), the number of employees and the clientele related to the scope of the RfP.
VIII. Participation Guarantee Letter in the RfP, as referred to in article 11, with a duration of ≥ 120 calendar days calculated from the deadline for submission of offers, in the amount of two thousand euros (€ 2,000.00) on first request, from a creditworthy and recognized credit institution or fund legally operating in Greece.

NOTES:

A.1. The Solemn Declarations submitted in accordance with this RfP, must either be in the form provided for in Article 8 paragraph 2 of Law 1559/1986 with certification of the authenticity of the signature by the competent authorities, or have been issued digitally through the website https://www.gov.gr, or bear a qualified digital signature. In the event that the certification of the authenticity of the signature is not possible in any of the above ways (e.g. participation of a foreign economic operator), an equivalent to the above declaration must be submitted with a certificate of the authenticity of the signature by a competent authority.
A.2. The participant may submit a single Solemn Declaration with the content referred to in cases II, III and IV of paragraph 8.1 of Article 8 hereof.
B. In case of participation of a foreign economic operator, equivalent participation documents must be submitted by the competent bodies and authorities of the country of establishment of the participating foreign economic operator.
C. It is noted that if a certificate from the General Commercial Registry is submitted stating the object of activity of the participant, it is not necessary to present the registration certificate by the relevant chamber.
D. In the event that during the tender process, any condition and supporting document of Articles 2 and 8 hereof are changed, the participant is obliged to immediately notify ThPA S.A. of the change.
8.2 Associations of economic operators submitting a joint offer shall submit the supporting documents referred to in paragraph 8.1 for each economic operator participating in the association.
8.3 In addition, associations of economic operators shall submit a members' agreement stating at least :

1. The extent and type of participation of each member in the execution of the contract.
2. The member responsible for coordinating and administering all members.
3. The common representative who has been appointed to represent the association and its members vis-à-vis ThPA S.A. in the context of this tender.
4. A statement that each member of the association is jointly and severally liable with the other members towards ThPA S.A. for any claim arising from the participation and/or the execution of the contract.

8.4 In order to prove the fulfilment of the quality criteria of Article 2.2 and specific the financial capacity and technical capability (2.2.1 and 2.2.2), economic operators shall submit the following supporting documents:

1. Financial statements for the years 2023, 2024, 2025.
2. i) Quality management system certification according to ISO 9001:2015 or equivalent,
ii) Environmental management system certification, according to ISO 14001:2004 or equivalent,
iii) Health & Safety management system certification ISO 45001:2018 or equivalent.
3. Certificate for tax and insurance awareness

ARTICLE 9 - Technical Offer

9.1 The Technical offer is drawn up in accordance with the template in Annex 2 (Technical Specifications and Technical Details Sample Form) and Part B (Technical Specifications) and bears the seal of the participants and the signature of their legally authorized representative.
Annex 2 lists the technical specifications and the technical details of the requested Hoisting Hook Blocks and the participants are invited to fill in the following columns the technical characteristics of the item they offer. The participants are invited to fill in the technical details including useful information such as Manufacturing Country, Material of Construction (Hook System), ISO, FEM, CE certified and Load test certificate
In addition, participants are requested to submit the following documents:

- General drawings (DWGs), detailed technical description, documenting the compliance of the supply in question offered with the technical requirements,
- Detailed description of the maintenance Schedule, including relevant timetable and Maintenance Manual, Operational Manual & Parts List,
- Brief presentation of representatives and partners in Greece, if any or in the nearest country,
- Presentation of after-sales technical support (after-sales service),
- Any other item deemed necessary by the participant,
- Load Test Hooks Assembly Certification.

9.2 In case of submission of a Technical offer with non-material deviations from those mentioned in Part B hereof, ThPA S.A. may evaluate the said offer and/or request further clarifications, however, in any case, ThPA S.A. reserves the right to exclude an offer if, at its discretion, it has significant deviations from those mentioned in Part B.

9.3 A document with a detailed presentation of how the participant's network is covered (e.g. by having a branch, permanent representative, partner, etc). The document shall prove that the participant has a network either on his own or via his partners, as required for the implementation of the procurement.
9.4 A brief presentation of the company with an information note on its infrastructure and commercial performance.

ARTICLE 10 - Financial Offer

10.1 The Financial offer must be formulated in accordance with the attached template in Annex 4 (Financial Offer Sample Form), bears the seal of the participants and the signature of their legally authorized representative and must indicate:

a) the amount of the Financial offer
(brief description of the item, manufacturer and factory type, the unit price, and the total amount of the Financial offer),
b) the period of validity of the offer, in accordance with Article 6 of this RfP,
c) the time of delivery, in accordance with the provisions of Article 5.2 of Annex 5 hereof,
d) the proposed method of payment,
e) the guaranteed good operation time, in accordance with the provisions of Article 5.3 of Annex 5 hereof.

10.2 Consumables and spare parts
Participants are requested to submit a Financial offer both for spare parts and consumables (in a list with prices), at the manufacturer's discretion, which are expected to be required within a five-year period. The Financial offer shall indicate the price per item and the time delivery. ThPA S.A. may procure them, at its sole discretion, whenever deemed necessary.
10.3 The prices offered will be expressed in euros (€), will be limited to two decimal places, will not include Value Added Tax (VAT) and will be binding on the participant throughout the validity of its offer and the contract.
10.4 The prices must be in full accordance with the terms hereof, are considered fixed and final and are not subject to adjustment for any reason and cause until the completion of the subject hereof. For this reason, the participation of any interested party in the RfP entails his explicit, unconditional and irrevocable waiver of any right to adjust the offered prices which may derive from any relevant provision. The successful participant shall not have the right to increase the item price or to request other benefits from ThPA S.A.
10.5 The Financial offer must be fully completed and must not contain corrections (deletions etc.), under penalty of exclusion.

ARTICLE 11 - Participation Guarantee

11.1. The Participation Guarantee will be in the form of a Participation Guarantee Letter on first demand, which must be issued by a creditworthy and recognized credit institution legally operating in Greece and will include at least the following information:

- the date of its issuance;
- the number of the Participation Guarantee Letter,
- the issuer of the Participation Guarantee Letter,
- the beneficiary of the Participation Guarantee Letter (ThPA S.A.),
- the amount covered by the Participation Guarantee Letter, in words and figures, the amount of two thousand euros (€2,000.00),
- the full name, VAT number and address of the participant in whose favour the Participation Guarantee Letter is issued (in the case of a single Participation Guarantee Letter from an association of economic operators, all of the above are listed for each of its members),
- the details and the deadline of this RfP,
- the expiry date or the period of validity of the Participation Guarantee Letter (duration ≥ 120 calendar days calculated after the deadline for the submission of offers),
- the following conditions:

• the Participation Guarantee Letter is provided irrevocably and unconditionally, and the issuer waives the right to divide and to contest,

- the undertaking by the issuer of the Participation Guarantee Letter to pay the amount thereof in full or partial within five (5) days from the simple written notification of the beneficiary.

11.2 As far as foreign economic operators are concerned, the Participation Guarantee Letter must be issued by a reputable bank of international standing in an intermediary bank legally operating in Greece. Foreign economic operators submit a Participation Guarantee Letter 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) Issuing Bank (Bank or Guarantor) and 4) Amount, Duration, Type of Guarantee Letter (Participation Guarantee Letter) and text based on the wording of article 1.1 hereof.

11.3 All costs, charges and bank charges, including the issuance, extension and revocation of the Participation Guarantee Letter, shall be borne by the participant.

11.4 In the case of association of economic operators, a Participation Guarantee Letter shall be submitted either by the association of economic operators in favour of all their members, individually and jointly and severally liable with the other members by virtue of their capacity as members of the association, or by each participating economic operator as a member of the association.

11.5 In case of extension of the validity of the offer, the participant must, under penalty of exclusion, renew the validity of the Participation Guarantee Letter or submit a new Participation Guarantee Letter under the same terms, no later than five (5) working days following the written notice from ThPA S.A. for extension of the validity of the offer.

11.6 The Participation Guarantee Letter shall be forfeited in favor of ThPA S.A. as a penalty clause and unproven compensation, if, while in force:

- the participant withdraws his offer after submission,
- the participant does not extend the validity of his offer, while this has been requested by ThPA S.A. as well as in case he extends the validity of his offer but fails to renew or replace the Participation Guarantee Letter,
- ThPA S.A. finds that the participant submitted false statements or documents or information regarding the participation documents,
- the preferred participant fails to submit his supporting documents and the award documentation in time or fails/refuses, explicitly or implicitly, to appear for signing of the relevant contract within the deadline set for him.

11.7 The Participation Guarantee Letter shall be returned:

(i) To the Contractor, no later than five (5) working days after the submission of the Performance Guarantee Letter of Article 5.1 of Annex 5 hereof.

(ii) To the other participants, no later than five (5) working days after the signing of the contract with the Contractor.

(iii) For the previous stages of the award, to the participants in the event of rejection of their offer.

(iv) In case of cancellation of the tender, to each participant no later than five (5) working days after the written notification to them of the cancellation decision of ThPA S.A..

11.8 The Participation Guarantee Letter will be sent by the participants electronically along with the rest of the supporting documents and the original body of it will be sent or submitted to the Procurement Department of ThPA S.A., to the attention of Mr. Anastasios Anagnostakis, until the deadline for the submission of offers.

ARTICLE 12 - Evaluation & Award Criteria

12.1 The opening of the offers will take place without the presence of participants.

12.2 During the evaluation, ThPA S.A. may address requests to the participating economic operators for clarifications and the economic operators must provide the clarifications within the deadlines set by ThPA S.A. on a case-by-case basis.

12.3 ThPA S.A. reserves the right to request revised offers.

12.4 The award criterion is the most advantageous offer based on price and quality criteria, in accordance with the following:

N/A	Evaluation Criteria	Weighting Factor
K1	Technical evaluation of proposed design/solution	60%
K2	Time of delivery	25%
K3	Warranty	15%

The scoring of each evaluation criterion ranges from 80 to 120 points. A score of 100 is set for each criterion, provided that the requirements of the RfP are fully met. In cases where the requirements are not fully met or are exceeded, the score is set up to the lower and upper limit respectively. The weighted score of each criterion will result from the product of the individual weighting factor multiplied by its score and the total score of the criteria from the sum of the weighted scores.

The ranking of offers for the final selection of the most advantageous offer will be based on the following formula: $\Lambda i = \mathbf{70} * (Bi / Bmax) + \mathbf{30} * (Kmin / Ki)$

where: Bmax: the overall score received by the best technical offer

Bi: the overall score of the technical offer i

Kmin: the total comparative cost of the offer with the lowest price

Ki: the total comparative cost of the offer i

Λi: total score of the offer which is rounded to 2 decimal places.

The offer with the largest Λi will prevail.

In the case of equivalent offers, i.e. offers with the same total final score (Λi) between two or more participants, the offer with the highest technical offer score is awarded.

ARTICLE 13 - Contract & Amendments

13.1 Following the announcement of the result of the RfP, a contract is signed between ThPA S.A. and the Contractor. The main terms of the contract are drafted according to the conditions of the attached Annex 5.

13.2 The contract may be amended during its duration, not requiring a new procurement procedure, but only after a written, mutual agreement between the parties, in accordance with the provisions of the Procurement Regulation of ThPA S.A.

PART B - TECHNICAL SPECIFICATIONS

In the table below, are provided the desired specifications of the equipment, as Annex 2.

PARAGRAPH	DESCRIPTION	CRANES HOISTING HOOK BLOCKS
1. GENERAL REQUIREMENTS	1.1. Scope of Tender	Supply of 4 Units complete Hoisting Hook Blocks (preferably with Pulleys (36mm Wire Rope)) for (40T WLL) 40/25tnx25/40m EC Cranes READY FOR USE
	1.2 Crane Lifting Capacity	40/25tnx25/40m
2. DESIGN CRITERIA	2.1 Latch kit required	YES
	2.2 Hooks Safety Latches Classification	M6
3. STRUCTURE	3.1 General Structure	Heavy Duty Design
4.CERTIFICATION, STANDARDS	DIN 82019 for 40/25tnx25/40m Crane, EC Directive & EN Standards, CE certified	
5. DELIVERY TIME	Preferably less than Three (3) months and no more than five (5) months	
6. WARRANTY	Min requirement warranty time	2 years
7. DOCUMENTATION	Manuals	Operational & Maintenance Manual,Spare Parts Catalogue in two Copies preferably in Greek or English and in electronic format
8. TESTS	Operational testing, Load Tests	Operating tests: 18 hours well functioned without any problem for each hook
9.OFFER VALIDITY	120 days after the expiry date of offers submission	

ATTACHMENTS:

1. Information Document on the Processing of Personal Data
2. Technical Specifications and Technical Details Sample Form
3. Drawings of hooks for electric cranes A) ROKAS and B) GANZ
4. Financial Offer Sample Form
5. Main Terms of the Contract

The Procurement Division of ThPA S.A.

ANNEX 1: INFORMATION DOCUMENT ON THE PROCESSING OF PERSONAL DATA

INFORMATION ON THE PROCESSING of PERSONAL DATA, in accordance with article 13 of GDPR 679/2016 (*accompanies the forms of **Applications for Participation** in Tenders-Notices-Offers, etc. of the Procurement and Investment Division of "ThPA S.A."*).

The Société Anonyme under the name "*Thessaloniki Port Authority S.A.*" (*ThPA S.A.*, *Law 2688/99, Government Gazette 40A'/1-3-99*), based in Thessaloniki (*Pier A, in Port, Postal Code: 54625, tel.: 2310 593 118-121*), as legally represented, **hereby informs**, and in accordance with the provisions of the applicable legislation on the protection of personal data, and in particular of General Regulation EU 679/2016, **in its capacity as "Data Controller",** the natural person (*hereinafter referred to as the "Data Subject*"), who signs the Application for Participation, the Offer or other form of similar purpose of the Procurement and Investments Division of "ThPA S.A.", and submits the required supporting documents, **either** for himself and as a representative of a sole proprietorship, **or** as a VAT - legal representative of the legal entity participating in the procedure, **or** with another similar capacity of legitimation, that "ThPA S.A." and its competent Services-Divisions-Departments (*as well as its employees, who act under its supervision, at its behest and on its behalf and within the framework of their responsibilities, and possibly others as joint "Y.E.", "Processors", third parties or recipients: other participants in the process, ministries, public authorities, Tax Offices, judicial authorities, etc., based on compliance with a legal obligation of the "Data Controller" or in the fulfillment of his/her duty or for the execution of a contract*), **collects, processes and keeps** the personal data referred to in the Application for Participation, the Offer or in another similar form of the Procurement and Investments Department of "ThPA S.A.", and in the accompanying documents, which the "Subject of Rights" voluntarily submits to "ThPA S.A.", either on his behalf (*sole proprietorship*) or on behalf of the legal entity he represents.

These data will be used for the purposes of processing the Application for Participation, the Offer or any other form with a similar purpose of the Procurement and Investments Department of "ThPA S.A". The purpose of the processing may be: the evaluation of the Application/Offer, etc., the control of the details of the "Subject" or the company it represents, which the procedure requires, the assessment of the suitability of the "Subject" or the company it represents, as a candidate counterparty of the contract to be concluded with "ThPA S.A." or in the context of an intention to conclude a contract (*Article 6 par. 1b of the GDPR Application Decision 44*). Furthermore, "ThPA S.A." processes these data in order to communicate with the "Subject", whenever it deems it necessary, for issues related to the procedure, and for the harmonization of "ThPA S.A." with the requirements of the Regulation and the law (*compliance with its legal obligation, article 6 par. 1c' GDPR.* These data are kept in the competent Procurement Department **for the necessary period of time for the control of the Application/Offer, etc., and the data submitted by them, for the period of processing the procedure, for the period of submission of any objections and other legal remedies and remedies, which may be provided for internally or by law, for the period of fulfillment of the obligations of both parties and the limitation period of the claims of both parties and generally for as long as required by the letter and spirit of the Regulation for the Award of Subcontracting Contracts and Supplies and the relevant legislation and the contracts governing the operation of "ThPA S.A.", as they apply** from time to time. They are then archived, either on paper or electronically, in a way that does not provide access to unauthorized employees. Their safe destruction is provided for after the necessary period of time, as defined by the relevant legislation (*for the period until 23-3-2018, the provisions of* article 191 §2 of Law 4610/2019 (A΄70) *apply, for the period after this point in time and the conversion of the "Data Controller" into an SA, the ultimate limitation period of the Civil Code applies). The provision of these data is necessary for this process and, if it is not provided by the "Data Subject", the relevant service will not be possible nor will the participation of the "Subject" in the process.*

The "Data Subject" has the right to submit a request to the "Data Controller" for: access-update, rectification, restriction of processing of the data concerning him/her, objection to processing as well as for erasure and portability, **always under the terms and restrictions of the applicable legislation** (*e.g. 17 par. 3, 20 par. 3, 23 GDPR).* These rights are exercised either by filling in the corresponding application-form available **at the Protocol and at the Procurement and Investment Division** of "ThPA S.A.", or by sending a letter to the

address: *"ThPA S.A.", Pier A, within the Port, Postal Code: 54625, Thessaloniki, tel.: 2310 593118-121*, or by e-mail to: **dpo@thpa.gr.** The "Controller" shall provide the "Data Subject" with information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any event **within one month** of receipt of the request. This deadline **may** be to be extended by two more months, if necessary, taking into account the complexity of the request and the number of requests (*see in more detail: Article 12 par. 3-4 GDPR* Also, for any complaint, the "Data Subject" has the right to contact the Personal **Data Protection Authority** either in writing (*address: 1-3 Kifisias Street, P.C. 115 23, Athens*) or by e-mail (*www.dpa.gr*).

Thessaloniki, ___ /___ /20___

I have taken note of this Information (*signed and in writing*):

ANNEX 2: TECHNICAL SPECIFICATIONS AND TECHNICAL DETAILS SAMPLE FORM

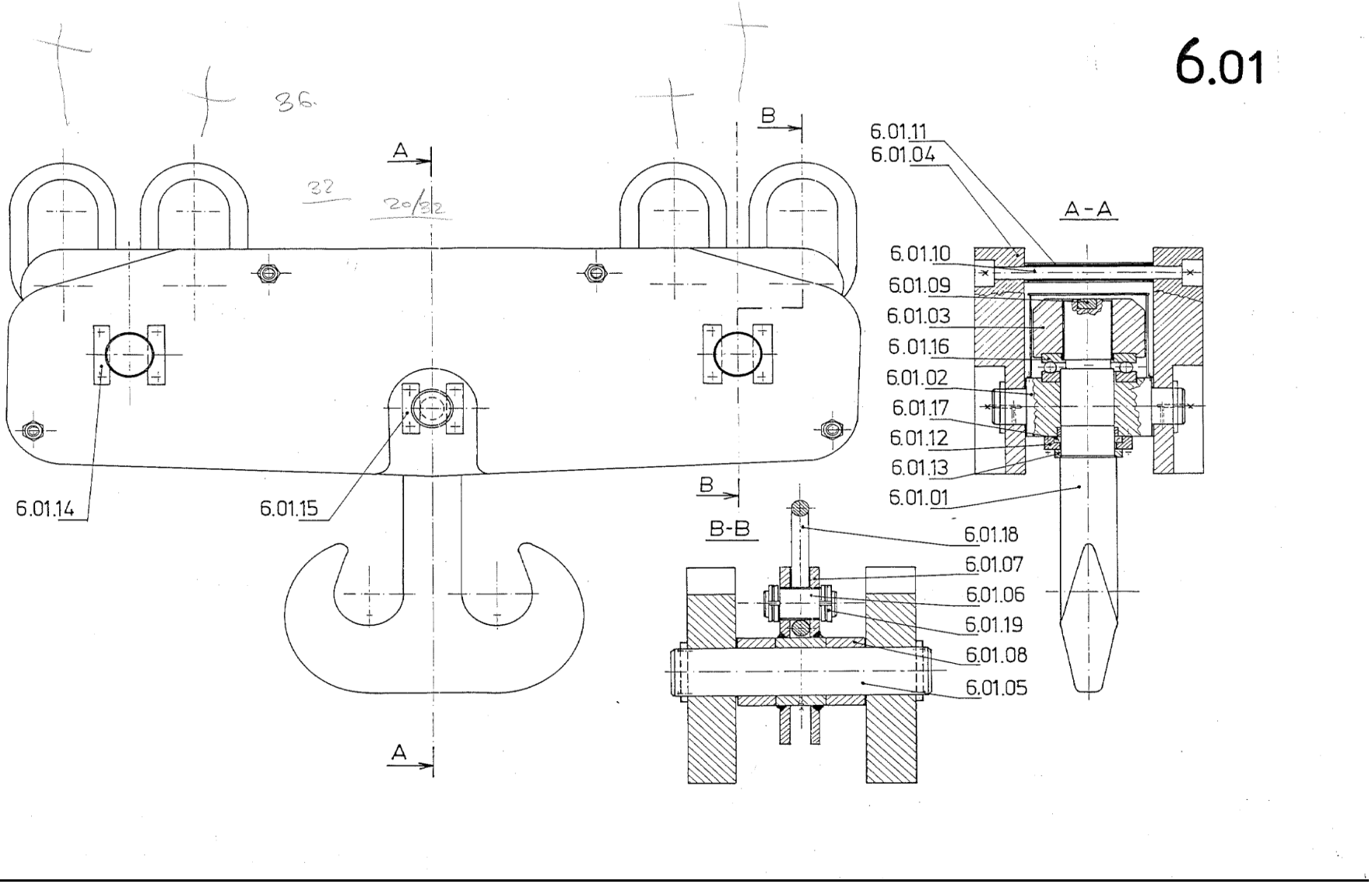
PARAGRAPH	DESCRIPTION	CRANES HOISTING HOOK BLOCKS
1. GENERAL REQUIREMENTS	1.1. Scope of Tender	Supply of 4 Units complete Hoisting Hook Blocks (preferably with Pulleys (36mm Wire Rope)) for (40T WLL) 40/25tnx25/40m EC Cranes READY FOR USE
	1.2 Crane Lifting Capacity	40/25tnx25/40m
2. DESIGN CRITERIA	2.1 Latch kit required	YES
	2.2 Hooks Safety Latches Classification	M6
3. STRUCTURE	3.1 General Structure	Heavy Duty Design
4.CERTIFICATION, STANDARDS	DIN 82019 for 40/25tnx25/40m Crane, EC Directive & EN Standards, CE certified	
5. DELIVERY TIME	Preferably less than Three (3) months and no more than five (5) months	
6. WARRANTY	Min requirement warranty time	2 years
7. DOCUMENTATION	Manuals	Operational & Maintenance Manual,Spare Parts Catalogue in two Copies preferably in Greek or English and in electronic format
8. TESTS	Operational testing, Load Tests	Operating tests: 18 hours well functioned without any problem for each hook
9.OFFER VALIDITY	120 days after the expiry date of offers submission	

TECHNICAL DETAILS SAMPLE FORM			
		1st Proposal	**2nd Proposal**
1	Manufacturing Country		
2	Hook Material		
3	ISO		
4	FEM		
5	CE certified		
6	Load test certificate		

Submitting Economic Entity

(Stamp & Signature)

ANNEX 3: DRAWINGS OF HOOKS FOR ELECTRIC CRANES ROKAS AND GANZ



Jel Drw. symb.	Megnevezés Designation	Rajzszám Drawing number	db/daru q/crane	kg/db kg/unit	
6.01.	40 t. horogszerkezet öá. 40 t. hoisting block Βαριά αγκίστρι 40 t	- 00601	1	1602	
6.01.01.	Kétágú horog 40 t Ramshorn hook Αγκίστρο	- 00641	1	142	
6.01.02.	Horogfej Travers of hook Τραβέρσα αγκίστρου	- 00642	1	61,8	
6.01.03.	Horoganya Nut of hook Παξιμάδι αγκίστρου	- 00643	1	28,6	
6.01.04.	Pajzslemez Shieldplate Προστατευτικό έλασμα	- 00644	2	565	
6.01.05.	Csap Pin Πείρος	- 00646	2	34,1	
6.01.06.	Csap Pin -//-	- 00648	4	3,5	
6.01.07.	Himba Equaliser Εξισωτήρας	- 00645	2	37,9	
6.01.08.	Távtartó Distance piece Τεμάχιο απόστασης	- 00647	4	3,5	
6.01.09.	Biztosító laposvas Securing plate Έλασμα ασφάλισης	-00649	1	1,1	
6.01.10.	Menetes rudak Threaded rods Σπειρωτές βάκτρα	- 00652	1	7,04	
6.01.11.	Távtartó Distance piece Τεμάχιο απόστασης	00601-16	4	996	
6.01.12.	Fedél Cover Κάλυμμα	- 00642-3	1	2.35	
6.01.13.	Gyürü Ring Δακτύλιος	- 00653	1	0,7	
6.01.14.	Tengelyfolgó Fastening plate Έλασμα συσφίξης	- 00651	8	0,7	
6.01.15.	Tengelyfogó Fastening plate -//-	- 00650	4	0,4	

Csapágy, Bearing						
Jel Drw. symb.	Megnevezés Designation	Méret Dimension	Sor. szám Serial No	db/daru q/crane	kg/db kg/unit	
6.01.16.	Axiális golyóscsapágy Thrust ball, bearing Βαρούλκου ρουλεμάν	Ø110/190×63	51322 NTN	1	7,67	
6.01.17.	Rugós tömítőgyürü Spring packing ring Ελατηριωτός εφαπτικός δ.	Ø110/140×63		1	0,005	Y alak Y form
6.01.18.	Láncszem Chain link Σύνδεσμος αλυσίδας	22-8	TW N-0831	4	6,37	Hoogerwerf
6.01.19.	Tengelyanya Bearing nut Παξιμάδι εδράνου	M60×2	KM12	16	0,17	

ANNEX 4: FINANCIAL OFFER SAMPLE FORM

THESSALONIKI PORT AUTHORITY S.A. (THPA S.A.)	
Project Title: "Supply of Hoisting Hook Blocks for ROKAS (GANZ) 40/25tnx25/40m EC Cranes, for ThPA S.A."	
To: Procurement Division	
From:	
Company Details	
Address	
Tax Identification Number	
Tax Office	
P.C.	
Tel.	
Contact person	
Contact person email	

FINANCIAL OFFER SAMPLE FORM

S/N	**Description**	**Manufacturer & Factory Type**	**Quantity requested**	**Unit price excl. VAT [€]**	**Total excl. VAT [€]**
1	Four units Hoisting Hook Blocks for 40tn WLL EC Cranes		**4**		
				Total [€]	
				VAT 24% [€]	
				Grand Total	

Offer Validity	120 days
Terms of delivery (Incoterm 2020)	DAP Port of Thessaloniki
Delivery Time	
Recommended Payment Method	
Guaranteed Good Operation Time	

Submitting Economic Entity
(Stamp & Signature)

ANNEX 5 – Main Terms of the Contract

5.1 Performance Guarantee

5.1.1 In order to sign the contract, the Contractor is obliged to provide a Performance Guarantee, the amount of which is determined at a rate of up to five percent (5%) of the value of the contract excluding VAT and is deposited before or at the time of signing the contract. The Performance Guarantee will be in the form of a Good Performance Guarantee Letter on first demand, which must be issued by a creditworthy and recognized credit institution that operates legally in Greece.

5.1.2 As far as foreign economic operators are concerned, the Good Performance Guarantee Letter must be issued by a reputable bank of international standing to an intermediary bank legally operating in Greece. Foreign economic operators submit a Good Performance Guarantee Letter 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) Issuing bank (Bank or Guarantor) 4) Amount, duration, type of Guarantee Letter (Good Performance Guarantee Letter) and text based on the subject of the contract.

5.1.3. In the case of association of economic operators, a Good Performance Guarantee Letter shall be submitted either by the association of economic operators in favour of all their members, individually and jointly and severally liable with the other members by virtue of their capacity as members of the association or by each economic operator participating as a member of the association.

5.1.4. The Good Performance Guarantee Letter has a duration of at least sixty (60) days after the time of completion and delivery of the project and the signing of the Final Acceptance Protocol, and includes at least the following information:

a) the date of its issuance,
b) the issuer of the Good Performance Guarantee Letter,
c) the person to whom it is addressed/the beneficiary of the Good Performance Guarantee Letter (ThPA S.A.),
d) the number of the Good Performance Guarantee Letter,
e) the amount covered by the Good Performance Guarantee Letter,
f) the period of validity of the Good Performance Guarantee Letter,
g) the full name, VAT number and address of the Contractor in whose favour the Good Performance Guarantee Letter is issued (in the case of a single Good Performance Guarantee Letter from an association of economic operators, all of the above are listed for each of its members),

h) the purpose of issuing the Good Performance Guarantee Letter and more specifically that it covers in total and without discrimination the implementation of all the terms of the contract, which has as its object the assignment of the Supply of 4 Units complete Hoisting Hook Blocks (preferably with Pulleys (36mm Wire Rope)) for (40T WLL) 40/25tnx25/40m EC Cranes READY FOR USE, and any claim of ThPA S.A. against the Contractor,

(i) the following conditions:

(i1) the guarantee is irrevocably and unconditionally granted, and the issuer waives the right of division and discussion;

i2) the undertaking by the issuer of the Good Performance Guarantee Letter to pay the amount thereof in whole or partial within five (5) days after a simple written notification to the beneficiary.

5.1.5. All costs, charges and bank charges, including those for the issuance, maintenance, extension and revocation of the Good Performance Guarantee Letter shall be borne by the Contractor.

5.1.6. The Good Performance Guarantee Letter shall be forfeited in favor of ThPA S.A. as a penalty clause and unproven compensation in the event of a breach of the terms of the contract, as specifically stipulated in the contract.

5.1.7. The Good Performance Guarantee Letter covers in total and without discrimination the implementation of all the terms of the contract and any claim of ThPA S.A. against the Contractor.

5.1.8. The Good Performance Guarantee Letter shall be returned to the Contractor after the successful completion and delivery of the entire project, the settlement of any claims of ThPA S.A. against the Contractor, the signing of the Final Acceptance Protocol and the submission of the Good Operation Guarantee Letter, in accordance with the provisions of the contract.

5.2 Delivery Time , Delivery Place & Penalties

5.2.1. The delivery time of the units of complete Hoisting Hook Blocks in full operation will be determined by the participants in their offer. The delivery of the complete Hoisting Hook Blocks will take place on working days and hours that will be jointly agreed between the Contractor and ThPA S.A.. The delivery of the items under supply shall take place at the premises of ThPA S.A. in the Port of Thessaloniki with the responsibility of the Contractor under the incoterms 2020 DAP (Delivered at Place) to the Port of Thessaloniki.

5.2.2. In the event that the delivery is not completed properly, in due time and within the contractual time or any extension that may be agreed in writing between the parties due to the Contractor's fault related to acts or omissions of the Contractor or the manufacturer, ThPA S.A. may in addition to any of its legal rights, impose on the Contractor a penalty clause which is considered by both parties as reasonable, at a rate of 1% of the contract value, for each week of delay, with a maximum of 5%.

5.2.3. For the collection of the penalty clause, ThPA S.A. has the right either to withhold the amount from the remuneration to which the Contractor is entitled, or to request the forfeiture of the Good Performance Guarantee Letter by the corresponding amount.

5.2.4. No penalty will be imposed when the delay is not due to the fault of the Contractor or when the delay is due to force majeure events.

5.3 Guaranteed Good Operation Time and Good Operation Guarantee

5.3.1 The period of guaranteed good operation of the supply is at least two (2) years with the starting date being the date of signing the Final Acceptance Protocol. During the period of guaranteed good operation, the Contractor is responsible for the proper operation of the machinery and is obliged to compensate, at its own expense, any damage, imperfection, damage, unjustified wear or malfunction that may occur due to defective construction or defective material. In the event that the Contractor is unable to repair the damage or malfunction within a period of time set by ThPA S.A., THPA S.A., in addition to any of its legal rights, reserves the right to remedy the damage by its own actions by charging the said costs to the Contractor. In the event of a replacement of a part of the equipment, the new items to be replaced will necessarily be accompanied by a warranty equal to that of the offer.

5.3.2 The Contractor must submit a Good Operation Guarantee Letter, the amount of which is determined at a rate of up to five percent (5%) of the value of the contract without calculating VAT, with an expiration date of sixty (60) days after the expiration of the guaranteed good operation period, and which is submitted upon signing the Final Acceptance Protocol. Foreign economic operators submit a Good Operation Guarantee Letter exclusively in the form of Swift message, which is sent by a reliable bank of international prestige to the intermediate bank chosen by ThPA S.A. (more specifically Piraeus Bank).

5.3.3. After the submission of the Good Operation Guarantee Letter, the Good Performance Guarantee Letter will be returned to the Contractor.

5.3.4. The Good Operation Guarantee Letter will be returned to the Contractor after the expiration of the guaranteed good operation period, and any extension thereof.

5.3.5. The Good Operation Guarantee Letter is forfeited in favor of ThPA S.A. in case of non-compliance of the Contractor with its contractual obligations, as a penalty clause and unproven compensation.

5.4 Payment Method

The company's standard policy provides for payment on credit sixty (60) days from the date of issuance of the invoice after the successful completion of the execution of the object of the contract and the signing of the Final Acceptance Protocol and the settlement of any claims of ThPA S.A. against the Contractor.

However, for this procurement, the method of payment will be determined after negotiation with the selected participant and will be explicitly reflected in the terms of the final contract.

5.5 Parts and Response Time

The contract will refer to the response time to critical and consumable spare parts related to the equipment of the RfP.

5.6 Obligations of the Contractor – Deliverables

- The Contractor must deliver to ThPA S.A. the operation of the items of the supply and all the operation manuals and user guides and the other deliverables detailed in Part B of this RfP.
- The Contractor is responsible for ensuring the proper functioning of the items under supply.
- The Contractor undertakes the costs of travel or transport/shipment of the items of the supply, throughout the duration of the contract and the time of guaranteed good operation.
- The Contractor declares and guarantees that he will fulfill all his obligations with his own personnel and means in a robust manner, in accordance with the terms of the contract and the rules of art and science and is solely responsible to ThPA S.A. for all his acts or omissions.
- The Contractor shall, during the term of the contract, look after the interests of ThPA S.A., act lawfully in good faith and proceed to any action only with the written consent of ThPA S.A..
- It is expressly agreed that the Contractor is independent, shall not act as a representative of ThPA S.A., nor will it make a relevant deed of representation thereof. The Contractor has no authority to bind ThPA S.A. or undertake obligations on its behalf. It is prohibited to assign to third parties part or all of the obligations of the Contractor and to assign any part or all of its rights arising from the contract without the prior written consent of ThPA S.A..
- The Contractor bears the full and exclusive liability, civil and criminal, for any kind of loss, wear or damage to the property of ThPA S.A., its personnel or third parties, as well as the exclusive liability, civil and criminal, for any bodily injury or death to the personnel it employs, to the personnel of ThPA S.A., as well as to any third person, due to the work undertaken by him or on the occasion thereof by his own actions or those of the persons he will employ, during the execution of the project until the termination of the contract for any reason.
- The Contractor must, during the execution of the project, comply with the security policies applied by the ThPA S.A. and related to access to information, observing the applicable regulations and procedures.
- The Contractor is obliged to comply with the terms and restrictions set out in the Concession Agreement between the Greek State and ThPA S.A. dated 02.02.2018, ratified by Law 4522/2018, Government Gazette 39 A'/07.03.2018, as in force, of which he has become aware.

5.7 Termination of Contract

5.7.1 ThPA S.A. reserves the right to terminate the contract at any time for good reason, by giving notice to the Contractor in writing, the effects of which will take effect immediately on receipt of the notice of termination.

ThPA S.A. also reserves the right to exercise any other right granted to it by the law.

5.7.2 Until the date of entry into force of the results of the termination, the Contractor shall execute the supply adequately and properly, in accordance with the provisions of the contract.

5.7.3 In the event of early termination of the contract, any rights and obligations of the parties till the early termination of the contract shall be performed in accordance with the provisions of the contract.

5.7.4 After the early termination of the contract in any way, the Contractor is obliged to deliver to the ThPA S.A. all the materials and data that may be in their possession regarding the object hereof and submit to the ThPA S.A. a detailed report on the progress of the works and the state of completion of the project, as well as any information and support regarding the project until the date of the termination.

5.8 Confidentiality and Personal Data

5.8.1 The Contractor shall undertake not to disclose to any third party the terms of the contract as well as any financial, commercial and business information provided or discovered during the term of the contract, as well as documents and data acquired or discovered, regarding the subject matter of the contract (hereinafter referred to as Confidential Information), except to those of his employees or consultants, who need to know the Confidential Information, in order for the business cooperation of the contracting parties to take place, as it is mentioned in the contract.

The Contractor must not use in any way the information provided to them for purposes other than those for which it was provided and not use the information provided to them for the benefit of themselves or third parties, either directly or through third parties.

The Contractor is obliged to ensure that all their employees or associates or any subcontractors or third parties to whom the performance of part or all of their obligations will be assigned, comply with the above obligation. In case of breach of the above obligation, ThPA S.A. is entitled to claim compensation for any damage it may have suffered, the interruption of the disclosure of confidential information and its omission in the future.

5.8.2 The Contractor is released from the obligation of the above paragraph if he uses and discloses the Confidential Information to third parties after the written consent of the ThPA S.A.

5.8.3 Any promotional activity, advertising, publication and public statement of the Contractor regarding the object of the contract, are carried out only with the prior written consent of the ThPA S.A.

5.8.4 It is expressly agreed that the obligation of confidentiality shall survive the termination of the contract.

5.8.5 For the observance of the principles of confidentiality and secrecy, as well as for the processing of personal data, the parties shall sign and accept a relevant Annex.

5.9. **Copyright - Intellectual property**

5.9.1 The Contractor shall declare that he is either the legal owner or the legal licensee of all industrial or intellectual property rights related to the works and documents he produces, in any form, in the framework of the object of the contract.

5.9.2 The Contractor shall grant to ThPA S.A. free of charge and subject to payment of his fee, a perpetual, irrevocable and exclusive license to use all the above works and documents of the project.

5.9.3 ThPA S.A. shall grant to the Contractor, only for the duration of the contract, a non-exclusive, non-transferable license to use the pre-existing intellectual property of ThPA S.A. for the sole purpose of carrying out the project and only to the extent required for the execution of the project and the compliance of the Contractor with their obligations hereunder.

5.9.4 The Contractor shall declare that, during the execution of the project under the contract, he and his legal representatives or agents have not breached, nor will they breach the intellectual property rights of any third party.

5.9.5 All pre-existing intellectual property used by the parties in connection with the work or creation of the contract products shall remain the property of the relevant party or its licensors.

5.9.6 The provisions of this article shall survive the termination of the contract for any reason.

5.9.7 For the observance of the principles of confidentiality and secrecy, as well as for the processing of personal data, the parties shall sign and accept a relevant Annex.

5.10. Other terms

5.10.1 All the terms of the contract are declared essential and any breach of any of them by the Contractor entails the right of the ThPA S.A. to terminate the contract, reserving its legal rights.

5.10.2 No act, delay or omission of any party shall be deemed a waiver of any right of such party unless such waiver is expressly stated in writing. No waiver of any rights under the contract in any circumstance shall constitute a waiver of any other rights.

5.10.3 The invalidity or voidability of any part of the contract shall not affect the validity of the remainder. Any invalid term shall be replaced by another term that most closely reflects the true intent of the parties.

5.10.4 The contract sets forth the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions and negotiations between them. Neither party shall be bound by any terms, warranties and promises other than those expressly provided for or duly set out in the contract or any subsequent written amendment thereto.

5.10.5 The headings of the terms of the contract are for convenience only and shall not affect its interpretation.

5.10.6 No modification of any of the terms of the contract shall be made or evidenced except in writing and where expressly stated in the contract. The written form is defined as constitutive.

5.10.7 This is subject to Greek law.

5.10.8 The Courts of Thessaloniki shall have jurisdiction for any dispute arising out of or relating to the subject matter hereof.

5.10.9 Service of all judicial and extrajudicial documents on each party shall be legally effected at the addresses indicated in the preamble to the contract.