

INVESTMENTS & PROCUREMENT DIVISION

TED 084/2022
REQUEST FOR QUOTATION
FOR THE SUPPLY OF ONE (1) SINGLE LIFT TELESCOPIC SPREADER FOR RMG OF ThPA S.A

SUMMARY OF THE CALL

OPEN CALL	
ECONOMIC OPERATOR	<p>THESSALONIKI PORT AUTHORITY S.A</p> <p>Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54012, Thessaloniki, Greece Tel.: +30 2310593121 Email: secretariat@thpa.gr Website: http://www.thpa.gr</p>
Deadline for the Submission of Bids	11/7/2022
Deadline for the Submission of Requests for clarifications	6/7/2022
Awarding Criterion	Price and quality criteria
Information/clarifications	<p>For the tender procedure</p> <p>Name: Papageorgiou Georgios E-mail: gpapageorgiou@thpa.gr Telephone: +302310593305</p> <p>Name: Anastasia Sachinidou E-mail: asachinidou@thpa.gr Telephone: +302310593354</p> <p>For technical issues</p> <p>Name: Anastasia Sachinidou E-mail: asachinidou@thpa.gr Telephone: +302310593354</p> <p>Name: Nektarios Sfyris E-mail: nsfyris@thpa.gr Telephone: +302310593524</p> <p>Name: George Siskos E-mail: gsiskos@thpa.gr Telephone: +302310593523</p>

GENERAL TERMS:

ARTICLE 1 - Description of the Object of the Supply

The object of this RFQ is the supply of one (1) Single Lift Telescopic Spreader for RMG_ready for use, at the port of Thessaloniki, Greece. The spreader will be fully compatible with the electrical and electronic systems (power and automation) of the RMG and the Supplier will be responsible for placing the spreader into normal operation. For this reason, the bidder must obtain all the required technical information in order to submit a complete technical proposal_Part B' of the herein.

ARTICLE 2 - Award Criterion

The criterion for the award of the supply is the most advantageous bid based the following criteria:

Criterion	Importance
Price	20%
Technical features - compliance with technical specifications.	25%
Time of delivery	25%
Warranty	15%
Organization-Infrastructure for the provision of technical support (after sales service)	15%

ARTICLE 3 – Delivery time

The spreader shall be delivered fully assembled to the buyer's premises at the seller's expense and risk.

If the seller wishes the final assembly of the spreader to be carried out at the buyer's premises, the following shall apply:

The buyer shall make available, at no charge to the seller, space at the Terminal for equipment assembly and commissioning.

The seller will be able to use the buyer's machines, if available, upon payment of the usage fees, valid at the concession time.

The spreader will be assembled at the Port of Thessaloniki at the seller's care and expense.

The buyer is not responsible for any damages or accidents that may occur to the contractor's staff or to any third parties, from and in the course of performing the works, until the full delivery of the machine and the dismantling and transfer of the construction site. For all of the above, the seller bears full civil and criminal liability.

The delivery time will be proposed by the bidders in their bid, and it should not exceed one (1) year from the date of signing the relevant contract.

In the case of overdue delivery, a fine of 1% on the contractual value for each week of delay, with a maximum of 5%, shall be imposed.

ARTICLE 2 - 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 and asachinidou@thpa.gr -also forwarding the request to 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: gpapageorgiou@thpa.gr and asachinidou@thpa.gr and also forward to: nsfyris@thpa.gr and gsiskos@thpa.gr. Requests for clarifications submitted in any other way will not be considered.

ARTICLE 3 - Bid Submission Way and Time

Bids shall be submitted by the economic operators no later than **11/7/2022**, in the following email addresses gpapageorgiou@thpa.gr and asachinidou@thpa.gr also forwarded to 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 4 - 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 5 - 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.

ARTICLE 6 - Bid Content

The bid details are defined as follows:

- a) Technical Specifications of the proposed Single Lift Telescopic Spreader
- b) Financial Bid
- c) Personal data, according to Article 13 of GDPR 679/2016
- d) General terms

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

ARTICLE -7 Technical Bid

The Technical Bid is drafted according to the attached template (Annex 1_Spread sheet Technical Description) and bears the seal of the bidder and the signature of their legally authorized representative.

The column "Description - Requirements" of Annex 1 lists the technical specifications of the requested spreader and the bidders are invited to fill in the following columns the technical characteristics of the item they offer.

Additionally, participants are requested to submit the following documents:

- General drawings, analytical technical description, documenting the compliance of the supply in question offered with the technical requirements.
- Analytical description of the Training Program, including a relevant timetable and educational material.
- Short presentation of representatives and partners in Greece, if any (concerns foreign economic operators)
- Presentation of the infrastructure for the provision of technical support (aftersales service).
- A reference regarding the first two periodical maintenance sessions, scheduled by the manufacturer, at his expense and responsibility (materials-lubricants-labour). It is noted that the first maintenance performed to make the necessary settings after the entry into service is not considered to be a periodical maintenance.
- Any other item that the tenderer deems necessary.

ARTICLE 8 - Financial Bid

The Economical Bid is drafted according to the attached template (Annex 1 spread sheet Price Schedule) and bears the seal of the bidder and the signature of their legally authorized representative.

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

- a) the time of bid validity, in accordance with article 5 of the Call;
- b) the delivery time_Time schedule;
- c) the warranty time;
- d) Transportation costs (if any)
- e) the signature of the legally authorized representative of the participating economic operator and 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);

8.1 Consumables and spare parts

Participants are requested to submit an economical bid both for spare parts and consumables which (list), at the manufacturer's discretion, are expected to be required within a five-year period. The bid shall indicate the initial price of items, the time delivery which should not exceed the 7 calendar days at ThPA SA, the discount rate offered and the period during which the discount rate will remain fixed and a summary presentation of the infrastructure. The buyer can be supplied, at his sole discretion, as he deems necessary.

It is noted that the contractor is obliged to respond within 48 hours from the announcement of the damage or malfunction of the supply in question.

ARTICLE 9 - 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 a 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 herein.

ARTICLE 10 - 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	Importance	Criterion rating
Price	20%	80-120
Technical features - compliance with technical specifications.	25%	80-120
Time of delivery	25%	80-120
Warranty	15%	80-120
Organization-Infrastructure for the provision of technical support (after sales service)	15%	80-120

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:

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

whereby:

B_{max} is the overall rating received by the best Technical Bid

B_i is the overall rating of the Technical Bid i

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

K_i the total comparative cost of the Bid i

A_i which is rounded to 2 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_i) between two or more bidders, the assignment shall be made to the bid with the highest technical bid score.

ARTICLE 11 – 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 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 12 – Contract

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

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 13- Special terms

13.1 Letter of Guarantee

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

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

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

13.2 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.

13.3 Performance warranty bond

After the completion of the project, a Performance Guarantee bond 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 bond 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 Performance Guarantee Bond.

13.4 Payment method

The Contractor's payment will be made as follows:

An amount of up to twenty percent (20%) 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 Advance Letter of Guarantee.

The remaining amount is paid after the delivery and the successful completion of the phases, tests and training 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.

ARTICLE 14 - 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 and in particular Operation, Maintenance, Repair (safety, electrical, electronic, hydraulic, mechanical) Training with Manuals in hard and soft copies in Greek language.

The training sessions shall include 2 groups for the maintenance staff (mechanicals, electricians) (3 days minimum, 4 persons per group) and 1 session for the operators (3 days minimum, 5 persons group).

ARTICLE 15- Reception

The supply in question will be received after the issuance of a Lifting Capacity Certificate (AA type) by an accredited certification body and twenty (20) hours uninterrupted test run.

An Acceptance Certificate will be issued after the certification of the equipment and the successful completion of the tests and the training course.

ARTICLE 16 - 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.

ARTICLE 17- Scheduled Maintenance

The supplier shall perform the first two periodical maintenance sessions, scheduled by the manufacturer, at his expense and responsibility (materials-lubricants-labour).

The first maintenance performed to make the necessary settings after the entry into service is not considered to be a periodical maintenance.

ARTICLE 18- Obligations of the Contractor

The Contractor must submit to ThPA the following, in case of work operation at the Port of Thessaloniki:

- 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.
 - Provision of the Risk Assessment Plan
 - Provision of the Quality Plan
- 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


TECHNICAL SPECIFICATIONS COMPLIANCE

Tender Ref.	Date of issue of Bid	Date of Bid		
	Project	THPA, Thessaloniki, Greece		
	Bidder	Name		
ITEM	DESCRIPTION AND REQUIREMENTS	COMPLIANCE or PROPOSAL	DEVIATIONS if any	COMMENTS
1. SCOPE OF SUPPLY				
Introduction		X		
Number of Spreaders	one (1)			
General Description	Single Lift Telescopic Spreader for RMG	Reference of the Bidder		
Principal Operating	Electro-hydraulic telescope	Yes/No		
ISO Container Handling	1x20ft, 1x40ft, 1x45ft	Yes/No		
Lifting Capacity	50tn SWL	Yes/No		
Delivery Time				
Place of Delivery	Thessaloniki Port Authority			
Spreader Tare Weight	in Kgs	X		
Operational Speeds	1. Twistlock 2. Flippers adjustable 3. telescopic 20ft-40ft-45ft 4. Center Speed	proposal		
Communication	Commercially available 2 or 4 wire open system included in the signal and power cable. Closed 'black box systems' is not accepted	Yes/No		

Protect Against Hits, Damages, Rain	Stainless Steel Hydraulic Tank and Electrical Box Material: EN10137-2 S690Q EN10025 S355J2G3 Secondary details: EN 10025S355JR/ S275 JR	proposal		
Environmental conditions				
Temperature	Mediterranean climate:Ranging from -5°C to 40°C (direct sunlight)	Yes/No		
Relative humidity	Ranging from 50 to 100%	Yes/No		
Max wind speed during operations	24 m/s	Yes/No		
Atmosphere	Salt laden marine environment with fine sand	Yes/No		
Climate type	Mediterranean climate. Exposure to snow (up to 20 cm) and rarely ice during winter months	Yes/No		
Applicable spreader devices				
Device when the cable is collected	Aspecial device- basket- should be installed by the Cobtractor in the Spreader so as to protect the cable when ot os collected. The Bidder has to apply about it a fully analytical techncial description with the necessary drawing. This devise should be mounted on the spreader with ant-vibration support.	Yes/No		
Additional fixtures must be considered for enabling safe maintenance and efficient operations:	-Easy access to spreader parts during maintenance - Flared guide for headblock connection - Hand rail brackets - Motor and space heater - Access ladder - Low level and high temperature gauges - Shock damper protection - Dummy socket for headblock connection	Yes/No		
Requirements				
Number of Twistlocks	Four (4)	Yes/No		
Certification	ISO Standard	Yes/No		
Type	Forged and hardened certified steel	Yes/No		
90 rotation time	<= 1 second			
Speed up and down	seconds			
Max. hydraulic Pressure	bar			

Safety 1	Electric and Mechanical Interlock to prevent accidental rotation	Yes/No		
Safety 2	Twistlocks shall not turn if all four corners have not landed on the container	Yes/No		
Safety 3	The container shall not be lifted if the twistlocks have not benn locked	Yes/No		
Safety 4	Unlocking power of the twistlocks is exceedign the locking power by at least 40%.			
safety 5	The twistlocks shall not unlock if the container has been lifted	Yes/No		
Safety 6	Extention/retraction is only possible with twistlocks unlocked and spreader not landed.	Yes/No		
Safety 7	In case of emergency, the drive link of twistlock can be rotated manually.	Yes/No		
Safety 8	The twistlocks should be able to operate for at least 200.000 moves.	Yes/No		
Indicator lights	LED Indicator Lights : Red: Unlocked, Green: Locked, White: Landed	Yes/No		
Twistlocks rotation time (90°)	in Seconds	proposal		
gap between the two 20ft containers	adjusted gap from 0 to....mm	proposal		
Twistlock mounting type/Micromotion range	in mm	proposal		
Twistlock counter	Spreader twistlock counter shall be provided	proposal		

3. Vibration Damping System

Requirements				
Shock Absorbing	in %	proposal		
Noise Reduction System	in dBA	proposal		
Type of System	Mechanical, hydraulic or either type	proposal		
attached Files about :	1. detailed technical data 2. functional characteristics. 3. detailed drawings. 4. advantages of the applied methods over others.	proposal		

4. Flippers

Requirements				
---------------------	--	---	--	--

Number of Flippers	four(4), two(2) on the land side or the water side.	Yes/No		
Torque of each Flipper/ Rotation Time	at least 5000Nm/s	proposal		
Collection Distance of the Container	in mm	proposal		
Safety	Protection System from impact load exists	proposal		
Lifting-Lowering time (0-180°)	in seconds	proposal		
Single button lift	If it is possible to lift all the flippers with a single button	Yes/No		

5. Electrical System - Automation - Safety Devices				
Electrical Systems				
Communication	PROFIBUS			
Control from Crane	Directly form PLC			
Control on Spreader				
Routed cables	Power cables routed so that they are protected against hits	proposal		
HIS	Height Indication System	Yes/No		
ODS	OnBoard Diagnostic Screen . The Bidder has to apply all the technical analytical information about the system which should be of the closed - industrial type robust and vibration -resistant - needs the relevant certification-.	Yes/No		
Specific diagnostic spreader application	PLC with test fault identification in the spreader	Yes/No		
Led Lights	LED Indicating Lights	Yes/No		
Local Functions	Twistlock and Telescope operate locally on spreader	Yes/No		
Spreader ID information	Spreader ID information should be provided to Crane	Yes/No		
Safety Device about the Central Cable	Anti-Vibration Supports	Yes/No		
Voltage	in Volts	proposal		
Power consumption	in KW	proposal		
X1 Cabinet	should be facing outside so it is easily maintained	proposal		

Insulation				
Electrical Motors	IP 56		proposal	
Electrical Boxes	IP 66		proposal	
Sensors and Led indication lights	IP 67			
Remaining Components	IP 65 minimum			
PLC	PLC closed-industrial type and vibration resistant		Yes/No	

Painting and corrosion protection				
	Suitable for marine environment		Yes/No	
	Sandblasted SA 2 1/2 or newer according to Swedish Standards 055900		Yes/No	
	All exterior surface coatings shall be of a high durability (>10 years), protective two-component EPOXY LINK RICH PRIMER		Yes/No	
	Final thickness at least 210µm		Yes/No	
Logos and Nameplates				
	Buyer's name and logo, to be validated during design review		Yes/No	
	Manufacturer's name and date of manufacture			
	A plate showing main specifications will be installed at a notable location of the frame			
	Any danger / warning signs as per EU regulations, legends in Greek & English			

7. DOCUMENTATION				
Technical Documents				
	All documentation shall be provided in hard and electronic format copies		Yes/No	
	2 Operator's Manual in Greek		Yes/No	
	2 Maintenance Manual in Greek			
	2 Electrical Circuit Diagrams in English & Greek (24V & 220v)		Bidders proposal	
	2 Hydraulic Circuit Diagrams in English & Greek		Yes/No	

	2 Mechanical Circuit in English & Greek	Yes/No		
	2 Automation Circuit Diagrams in English & Greek	Yes/No		
	2 Detailed drawings of metal structure in English & Greek	Yes/No		
	2 Detailed drawings in English and Greek	Yes/No		
Maintenance Manual				
	2 copies in English & Greek	Yes/No		
	Detailed maintenance plan including procedures, spare parts, schedule	Yes/No		
	Procedure of assembly and disassembly of main components	Yes/No		
	List of possible faults, causes, recovery actions	Yes/No		
	List of alarms and faults codes with associated procedure	Yes/No		
	Lubrication charts	Yes/No		
	Detailed list of spare parts with references	Yes/No		
	Manual for quickly worn-out parts and spare parts, including name, size, quantity, material, special requirement and shop drawings of the parts;	Yes/No		

8.TOOLS- AFTER SALE SERVICES				
Tools	THE Bidder has to apply with an analytical list of required tools about the spreader electrical and hydraulic maintenance	proposal		
Spare parts	Two (2) items of Spreader Flippers (2) Items will be included in the price.	Yes/No		
Training				
Language	English and Greek	Yes/No		
Training supports	Operation, Maintenance, Repair (safety, electrical, electronic, hydraulic, mechanical) Training with Manuals in hard and soft copies in Greek language	Yes/No		
Location	On the Terminal facilities	Yes/No		
Program	Training sessions shall include 2 groups for the maintenance staff (mechanicals, electricians) (3 days minimum, 4 persons per group) and 1 session for the operators (3 days minimum, 5 persons group)	Yes/No		

Annexes:

1. Information document regarding the processing of personal data
2. General terms of supply contracts

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. The "Data Controller" provides to the "Data Subjects" will all relevant information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any case **within one month** from receipt of the request. This deadline may be extended by a further period of two months, if necessary, taking into account the complexity of the request and the number of requests (*see for more details: article 12 par. 3 of the GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: *Kifisias 1 - 3, P.C. 115 23, Athens*) or via email (www.dpa.gr).

Thessaloniki, ___ / ___ /20___

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.



