



**General Administrative Division
Procurement Division**

**REQUEST FOR PROPOSAL
RfP ThPA 150/ 2026**

For the preparation of a study for the installation of Shore-Side Electricity (SSE) systems for ship-to-shore electrical connection at the Port of Thessaloniki.

Open RFP	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A. Main activity: Port services Address: Within the Port of Thessaloniki, Pier 1 PC: 54625, Thessaloniki, Greece Tel.: +30 2310 593 118 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Bids	27/08/2026
Deadline for the Submission of Requests for clarifications	21/08/2026
Award Criteria	Most advantageous bid based on price and qualitative criteria
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THPA S.A. (Thessaloniki Port Authority S.A.), which has entered into the Concession Agreement dated 02.02.2018 with the Hellenic Republic concerning the "Use and Exploitation of Certain Areas and Assets within the Port of Thessaloniki", ratified by Law 4522/2018 (Government Gazette 39/A/07.03.2018), is conducting an open tender procedure for the preparation of a study regarding the installation of Shore-Side Electricity (SSE) systems at the Port of Thessaloniki.

The tender is being carried out in accordance with the provisions of the aforementioned Concession Agreement, as amended and in force from time to time, and the Procurement Regulation, which is available on its website at <https://www.thpa.gr/el/our-vision/#Policies>, as well as the following terms and conditions:

PART A – GENERAL & SPECIFIC TERMS

Article 1 – Subject

1.1. The subject of the tender is the preparation of a study for the installation of **Shore-Side Electricity (SSE)** systems at the Port of Thessaloniki.

1.2. The technical specifications of the study are described in detail in **Part B**.

1.3. It is clarified that bids deviating from the approved design and not complying with the technical specifications set out in **Part B** shall not be accepted. Furthermore, bids submitted for only part of the scope of the present tender shall not be accepted.

Article 2 - RfP Participants Eligibility

2.1. Eligible Participants

2.1.1. The right to participate in the tender is granted to economic operators, and more specifically to legal entities or associations/consortia of economic operators, which carry out professional activities related to the subject matter of this Invitation to Tender and meet the following eligibility and qualitative selection criteria (hereinafter referred to as the "Participant").

2.1.2. Personal Eligibility Criteria

Participants must:

2.2.1 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 proceedings and it is not under any similar condition deriving from 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.

2.2.2 Not have been irrevocably convicted (their legal representative/ administrator) 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.

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 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) 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 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), 216-218 (forgery), 224 (perjury), 235-237 (bribery) of the Greek Penal Code and 197 et seq. (bankruptcy) of Greek Bankruptcy Code.

2.3 Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected joint venture or association of economic operators may be required to have a specific legal form insofar as the inclusion of such a legal form is necessary for the proper performance of the contract.

2.4 In the case of a bid by an association of economic operators or a joint venture, all its members are jointly and severally liable to ThPA S.A. for the fulfillment of all obligations arising from the RFP and the Contract.

2.2 Qualitative Selection Criteria

Technical Capacity

Participants must cumulatively:

- i)** have performed and completed at least two (2) studies of a similar nature and substantial technical relevance to the subject matter of this Invitation to Tender during the last four (4) years (2022–2023–2024–2025);
- ii)** possess the necessary specialized expertise and sufficient, qualified personnel for the performance of the services assigned to them;
- iii)** not have been excluded from participation in similar studies and not have committed any serious professional misconduct in the course of their professional activities.

2.3 Submission of a Bid by an Association of Economic Operators

2.3.1. In the event that a bid is submitted by an association (consortium/joint venture) of economic operators, the Personal Eligibility Criteria set out in Section 2.1.2 above must be satisfied by each member of the association.

2.3.2. In the event that a bid is submitted by an association of economic operators, the Qualitative Selection Criteria set out in Sections 2.2(i) and 2.2(ii) above must be satisfied by at least one member of the association.

2.3.3. In the event that a bid is submitted by an association of economic operators, the Qualitative Selection Criterion set out in Section 2.2(iii) above must be satisfied by each member of the association.

2.3.4. In cases where a bid is submitted by an association of economic operators, all members shall be jointly and severally liable towards THPA S.A.

2.3.5. Associations of economic operators, including temporary consortia, are not required to adopt any specific legal form for the purpose of submitting a bid. The selected association of economic operators may, however, be required to adopt a specific legal form to the extent that such legal form is necessary for the proper performance of the contract.

2.4 Presumption Arising from Participation in the Tender

Participation in the tender shall constitute evidence that each Participant has obtained full knowledge of the tender procedure and all relevant information and is fully aware of the conditions governing the performance of the subject matter of this Invitation to Tender.

Any failure on the part of a Participant to acquaint itself with the above matters and the terms and conditions of the tender shall be solely at its own risk and responsibility. Under no circumstances shall such failure relieve the Participant of its responsibility and obligation to fully comply with its contractual obligations if it is ultimately selected as the Contractor.

Article 3 – Language & Provision of Clarifications on the RfP

3.1. The official languages of the proceedings are Greek and English. All details of the bids shall be either in Greek or English and accompanied by an official translation into one of the above languages in case they are drafted in the language of their country of origin. In case of disagreement, the prevailing wording shall always be the translation into one of the official languages of the herein.

3.2. Requests for clarifications shall be submitted electronically to the Division of Procurement and Investments of the Buyer at the email address isamaras@thpa.gr keeping in copy the addresses kkelidis@thpa.gr and procurements@thpa.gr, no later than **Five (5)** calendar days before the closing date for the submission of bids. Requests for clarification submitted in any other way will not be considered.

The clarifications shall be posted on the Buyer's website www.thpa.gr.

3.3. Any responses and/or clarifications provided shall be deemed to form an integral part of the tender documents and shall constitute terms of the tender. Participants may not rely on any oral responses or clarifications.

Article 4 - Bid Submission Method and Deadline

5.1 All Bids shall be submitted by the economic entities no later than **23:59h (UTC+3) Thursday 27/08/2026**, in the following email addresses procurements@thpa.gr keeping in copy isamaras@thpa.gr and kkelidis@thpa.gr by sending a locked file folder and they shall not be dependent on any other term, condition, provision or reservation.

5.2 If the electronic file of the bid exceeds the allowed data delivery volume of the email platforms providers, the use of a file transfer platform can be accepted (e.g. WETransfer, GoogleDrive etc).

5.3 The bid opening password shall be sent to the above Email addresses after the deadline for submission of bids, upon notice sent to the Participants by the Buyer.

5.4 After the RFP closing date and time, bids cannot be submitted. Any bids submitted late, will be disregarded.

Note: If the size of the electronic file package exceeds the maximum attachment size permitted for email transmission, the electronic file package may be submitted through a large-file transfer platform (e.g., Microsoft SharePoint, OneDrive, WeTransfer, Google Drive, etc.).

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

5.1 The Buyer without liability, penalty, or compensation of any kind, reserves the right to extend the time for the submission of bids, to amend or supplement the tender documents or to cancel the RfP in accordance with the provisions of the Procurement Regulation of the Buyer.

The Buyer also reserves the right to partially cancel, adjust the result or decide to relaunch it at any stage, without liability, penalty or compensation of any kind, in accordance with the provisions of the Procurement Regulation of the Buyer.

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 bid.

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

Article 6 - Bid Validity Period & Award Criterion

6.1 Submitted Bids are valid and bind the Participant for a period of **One hundred and twenty (120) calendar days** from the deadline of the submission of the bids.

Bids which are valid for a shorter period will be rejected **as unacceptable**.

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

6.3 The award criterion is the most financially and technically advantageous bid based on price and qualitative criteria referred to in Article 12.

Article 7 – Contents of Bids

7.1. Each Participant may submit only one bid package.

7.2. The bid package must include three separate sub-folders/submissions as follows:

- (a) Participation Documents (Eligibility Documentation)
- (b) Financial Proposal
- (c) Technical Proposal

7.3. Furthermore, alternative bids, conditional bids, bids subject to reservations or qualifications, bids covering only part of the subject matter of the tender, counter-offers, amendments to bids, or any proposals that may be construed as counter-offers shall not be taken into consideration and shall be rejected.

The requirements set out in Article 2 of this Invitation to Tender, the participation documents specified in Article 8, the financial proposal specified in Article 9, and the technical proposal specified in Article 10, constitute conditions for admissible participation in the tender.

Following the award of the contract and prior to the execution of the agreement, THPA S.A. may, by notifying the Contractor of the award decision, request the submission of additional supporting documents and evidence required to verify compliance with the above requirements as a condition for signing the contract.

Article 8 – Participation Documents

8.1. To demonstrate compliance with the eligibility requirements establishing the right to participate in accordance with Section 2.1 of Article 2 of this Invitation to Tender, Participants shall submit, within their bid package and in a separate sub-folder, the following participation documents:

1. Certificate of registration with the relevant Chamber of Commerce and/or any other required professional body (for domestic economic operators), or the corresponding certificate/approval/license issued by the competent authority of the country where the operator is established (for foreign economic operators), demonstrating compliance with the requirements of Section 2.1.1 of Article 2 of this Invitation to Tender.
2. Declaration on Honour by the legal representative of the participating legal entity or association of economic operators stating that neither the representative nor the economic operator represented is subject to any of the exclusion grounds set out in Section 2.1.2 of Article 2 of this Invitation to Tender and that there are no reasons to believe that such exclusion grounds will arise during the validity period of the bid or any extensions thereof.
3. Declaration on Honour stating that the Participant has taken full knowledge of the specific requirements and characteristics of the subject matter of the tender and unconditionally accepts all terms and conditions of this Invitation to Tender.
4. Declaration on Honour stating that the Participant has taken knowledge of and accepts the Concession Agreement between the Hellenic Republic and THPA S.A. (Law 4522/2018, Government Gazette 39/A/07.03.2018, as in force).
5. The Personal Data Processing Information Notice attached as Appendix 1, signed by the legal representative of the participating legal entity or association of economic operators.
6. The applicable corporate and authorization documents evidencing legal establishment and lawful representation (such as General Certificate of Amendments from GEMI, Certificate of Current Representation from GEMI, latest amended Articles of Association, resolutions appointing members of governing bodies, power of attorney in cases where representation authority has been granted to a third party, etc.), as published in GEMI and as applicable to the Participant's legal form. These documents must demonstrate the Participant's lawful incorporation, the person(s) legally authorized to bind the company as of the date of the tender (legal representative, signatory powers, etc.), any third parties granted representation authority, and the duration of their mandates.
7. A brief corporate profile including, at a minimum, the latest annual financial information, number of employees, and a client portfolio relevant to the subject matter of this Invitation to Tender.
8. A Bid Bond / Tender Participation Guarantee, as referred to in Article 13, valid for at least one hundred and twenty (120) calendar days from the bid submission deadline, in the amount of seven thousand five hundred euros (€7,500.00), payable upon first demand, issued by a reputable and recognized credit institution or financial fund legally operating in Greece.
9. Valid Tax Clearance Certificate and Social Security Clearance Certificate.

NOTE:

A.1. The Declarations on Honour required under this Invitation to Tender must either:

- be executed in the form provided for under Article 8(2) of Law 1599/1986 with certification of the authenticity of the signature by a competent authority; or
- be digitally issued through the website <https://www.gov.gr/>; or
- bear a valid qualified electronic signature.

Where certification of signature authenticity cannot be obtained through any of the above methods (e.g., participation of a foreign economic operator), an equivalent declaration duly authenticated by a competent authority

shall be submitted.

A.2. A Participant may submit a single consolidated Declaration on Honour covering the statements required under Points 2, 3 and 4 of Section 8.1 above.

B. Foreign economic operators shall submit equivalent supporting documentation issued by the competent authorities and bodies of their country of establishment.

C. It is noted that where a GEMI certificate specifying the Participant's business activities is submitted, submission of a separate Chamber of Commerce registration certificate is not required.

D. If, during the tender procedure, any condition or document referred to in Articles 2 and 8 of this Invitation to Tender changes, the Participant shall be obliged to promptly notify THPA S.A. of such change.

8.2. Associations of economic operators submitting a joint bid shall submit the documents listed in Section 8.1 for each economic operator participating in the association.

8.3. In addition, associations of economic operators shall submit a Declaration on Honour, signed by all members, including at least the following:

- The extent and nature of each member's participation in the performance of the contract.
- The member responsible for the coordination and management of all members.
- The common representative/contact person appointed to represent the association and its members before THPA S.A. within the framework of this tender.
- A statement that each member of the association shall be jointly and severally liable with the other members towards THPA S.A. for any claim arising from participation in the tender and/or performance of the contract.

In the event that an association of economic operators is awarded the contract, an agreement between the members of the association shall be required.

Article 9 – Financial Proposal

9.1. The Financial Proposal shall be prepared in accordance with the template attached hereto (Appendix 2), shall bear the signature of the duly authorized representative of the participating legal entity or association of economic operators, and shall mandatorily include:

1. the lump-sum total amount of the financial proposal and the unit price per work item (Sub-Study A, B, C, etc.);
2. the validity period of the bid, in accordance with Article 6 of this Invitation to Tender;
3. the execution and completion period of the assignment, in accordance with Clause 3.1 of Article 3 of Appendix 4. The maximum execution and completion period shall be eight (8) months from the date of award;
4. the preferred payment terms (indicatively, lump-sum payment, milestone payments, advance payment/final settlement, etc.).

9.2. Prices shall be quoted in Euro (€), expressed to two decimal places, excluding Value Added Tax (VAT), and shall remain binding on the Participant throughout the validity period of the bid and the contract.

9.3. The quoted prices must fully comply with the terms of this Invitation to Tender, be **fixed and final**, and shall not be subject to adjustment for any reason whatsoever until completion of the assignment. By participating in the tender, each Participant expressly, unconditionally, and irrevocably waives any right to price adjustment that may otherwise arise under any legal provision. The Contractor shall have no right to increase the unit prices included in its bid or request any additional compensation from THPA S.A.

9.4. The Financial Proposal must be fully completed and must not contain corrections, erasures, deletions, or alterations, failing which it shall be rejected.

9.5. The proposed remuneration shall include all costs required for performance of the assignment, including travel expenses, transportation/shipping expenses, personnel-related costs, taxes, duties, fees, wages, social security contributions, employer contributions, and any other charges. It shall further include all ancillary services necessary for the proper and complete execution of the assignment.

9.6. Financial Proposals shall be prepared and submitted using an open-price schedule format. Unit prices shall correspond to studies fully completed in accordance with the contract requirements, including all services necessary for the complete and professional execution of the assignment. Such prices shall cover all direct and indirect costs of the Contractor, all taxes and charges, and shall constitute full compensation for the execution of the entire scope of the study. The total Financial Proposal shall constitute the Contractor's final remuneration for the entire

assignment.

9.7. Each Participant may submit only one Financial Proposal.

Article 10 – Technical Capacity Documents & Technical Proposal

To demonstrate compliance with the technical capacity requirements set out in Section 2.2 of Article 2, economic operators shall submit the following:

1. A Declaration on Honour by the legal representative of the participating legal entity or association of economic operators, in accordance with Note A.1 of Section 8.1, referring to at least two (2) studies of a similar nature and significant technical relevance to the subject matter of this Invitation to Tender carried out during the last four (4) years (2022–2023–2024–2025), in accordance with Section 2.2(i) of Article 2. For the purpose of demonstrating compliance, Participants must submit corresponding Certificates of Satisfactory Performance/Completion for such studies. The two studies required under Section 2.2 constitute solely a pass/fail qualification criterion and eligibility requirement; they shall not be evaluated or scored as part of the bid assessment process.
2. A Declaration on Honour, in accordance with Note A.1 of Section 8.1, whereby the legal representative of the participating legal entity or association of economic operators declares that it possesses the specialized expertise and sufficient qualified personnel required for performance of the assignment, has not been excluded from participation in similar studies, and has not committed serious professional misconduct in the exercise of its professional activities.
3. A Declaration on Honour, in accordance with Note A.1 of Section 8.1, stating that the legal representative of the participating legal entity or association of economic operators has taken knowledge of the terms, technical specifications, and appendices of this Invitation to Tender and accepts them fully and unconditionally.
4. A description of the Participant's technical understanding of the assignment, including:
 - the general engineering approach and methodology to be applied,
 - THPA S.A.'s electrical topology,
 - the method of electrical connection of vessels,
 - and the technical description of the proposed deliverables.

The submission shall also address all study-related activities, planning, scheduling, and schedule-control processes, in full compliance with applicable standards and international practice and literature.

5. Evidence of the Participant's relevant experience, including the implementation of studies of a similar nature. For this purpose, Participants shall submit a table of relevant reference studies in accordance with Appendix 3, specifying the type of study, its scope, execution period, and the project owner/client.

Article 11 – Evaluation of Bids and Award Criteria

11.1. The opening of bids will take place without the presence of Participants.

11.2. During the evaluation, the Buyer may address requests to the participating economic entities concerned for clarifications and the economic entities must provide clarifications within the deadlines set.

The Buyer reserves the right to request revised bids.

11.3 The award criterion is the most financially and technically advantageous bid based on the price and qualitative criteria, according to the following criteria, importance and criterion rating:

S/N	Evaluation Criteria	Importance
K1	Technical understanding of the subject	30 %
K2	Experience of same or similar studies	60 %
K3	Time of delivery	10 %

The rating of each evaluation criterion ranges from **80 to 120** points.

Each criterion is given a maximum score of **100**, provided that the requirements of the RfP are exactly met.

For more details, features or data for the equipment the criterion can be increased to a maximum of **120** points.

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.

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

$$Ai = 70 * (Bi / Bmax) + 30 * (Kmin/Ki)$$

Whereby:

- Bmax** → The overall rating received by the best Technical Bid
Bi → The overall rating of the Technical Bid i
Kmin → The total comparative cost of the Bid with the lowest price
Ki → The total comparative cost of the Bid i
Ai → Total score of offer, which is rounded to 2 decimals

The bid with the largest **Ai** will prevail.

In the case of equivalent bids, i.e. bids with the same total final score (**Ai**) between two or more Participants, the assignment shall be made to the bid with the highest technical bid score.

Article 12 – Contract & amendments

12.1. After the announcement of the RfP result, a contract is signed between the Buyer and the selected bidder. The General Contract details are drafted according to the conditions of the attached **Annex 04**.

12.2. The contract may be amended during its term of validity, not requiring a new RfP but only after a mutual written agreement between the two parties in accordance with the provisions of the Procurement Regulation of the Buyer.

Article 13 – Tender Participation Guarantee

13.1 The Bid Security shall be provided in the form of a Bid Bond / Tender Participation Guarantee, issued by a reputable and recognized Monetary Financial Institution (MFI) legally operating in Greece, and shall include at least the following information:

- the date of issue,
- the guarantee reference number,
- the issuing institution,
- the beneficiary of the guarantee (THPA S.A.),
- the guaranteed amount, both in words and figures, in accordance with Section 8.1(8) of this Invitation to Tender,
- the full corporate name, Tax Identification Number (TIN/VAT No.) and address of the Participant on whose behalf the guarantee is issued (in the case of a single guarantee issued on behalf of an association of economic operators, the above details shall be provided for each member),
- the details of this tender and its bid submission deadline,
- the expiry date or validity period of the guarantee (minimum duration of one hundred and twenty (120) calendar days calculated from the bid submission deadline),

the following terms:

- the Bid Security shall be issued irrevocably and unconditionally, and the issuer shall waive any rights of division and discussion;
- the issuer shall undertake to pay the guaranteed amount, in whole or in part, within three (3) days following a simple written demand from the beneficiary.

13.2 For foreign economic operators, the Bid Security must be issued by a reputable international bank through an intermediary bank legally operating in Greece. Foreign economic operators shall submit the Bid Security exclusively in the form of a SWIFT message, which shall contain at least the following information:

- Beneficiary,

- Applicant / In Favor Of,
- Issuing Bank (Bank or Guarantor), and
- Amount, validity period, type of guarantee (Bid Security), and wording consistent with Article 13.1 of this Invitation to Tender.

13.3 All costs, charges, commissions, and bank fees associated with the Bid Security, including issuance, extension, and cancellation fees, shall be borne solely by the Participant.

13.4 In the case of an association of economic operators, the Bid Security may be submitted either as a single guarantee issued on behalf of all members of the association, each acting individually and jointly and severally liable with the other members by virtue of their participation in the association; or separately by each participating economic operator.

13.5 In the event of an extension of the bid validity period, the Participant shall, under penalty of exclusion, either renew the validity of the Bid Security or submit a new Bid Security on the same terms no later than five (5) business days following written notification from THPA S.A.

13.6 The Bid Security shall be forfeited in favour of THPA S.A. if the Participant withdraws its bid after submission, the Participant fails to extend the validity of its bid when requested by THPA S.A., or extends the validity of its bid but fails to renew the Bid Security accordingly, THPA S.A. determines that the Participant has submitted false statements or misleading information regarding the participation documents, the selected Contractor fails to provide the additional supporting documents required under Article 7.3 or expressly or implicitly refuses to proceed with execution of the contract within the deadline specified by THPA S.A.

13.7 The Bid Security shall be returned as follows:

- (i) To the successful Contractor, no later than five (5) business days following the submission of the Performance Guarantee.**
- (ii) To all other Participants, no later than five (5) business days after execution of the contract.**
- (iii) Participants eliminated at earlier stages of the award procedure, upon rejection of their bids.**
- (iv) In the event of cancellation of the tender, to each Participant no later than five (5) business days after such cancellation.**

13.8 The Bid Security shall be submitted electronically together with the remaining bid documentation. The original hard-copy guarantee shall be sent or delivered to the Procurement Department, Attention: Mr. Ilias Samaras, within three (3) business days from the bid submission deadline.

13.9 Bids not accompanied by a valid and compliant Bid Security shall be rejected as inadmissible.

PART B – TECHNICAL SPECIFICATIONS

The subject matter of this Invitation to Tender is the preparation of a study for the installation of Shore-Side Electricity (SSE) systems at the Port of Thessaloniki. The required study is structured as follows:

Sub-Study A:

FEED (Front-End Engineering Design) Study for the installation of Shore-Side Electricity (SSE) systems for cruise vessels and container ships, including:

- Description, technical specifications, and cost estimation of the electrical and mechanical installations, including substations, transformers, incoming/outgoing switchgear, frequency converters, the port electrical distribution network required for the operation of the Shore-Side Electricity (SSE) systems, grounding systems, fire protection systems, heating, cooling, and related infrastructure;
- Description, technical specifications, and cost estimation of the protection, monitoring, and control systems, including operational procedures, protection systems, control and interlocking systems, data communication systems, and SCADA systems;

- Layout drawings and substation drawings;
- Cable routing drawings;
- Single-line electrical diagrams.

Sub-Study B:

Power System Study, including the Technical Report on Load Flow and Short-Circuit Analysis: Study of cable, transformer, and frequency converter loading, including calculations to verify equipment ratings and withstand capability under short-circuit conditions.

Sub-Study C:

Cable Management System (CMS) Study, including:

- Design Basis Report: Overall design philosophy, selection criteria, and applicable standards for connecting each vessel type to the shore-side power supply system.
- Berth-by-Berth Assessment: Site inspections of the berths, detailed recording of the mooring arrangements and positions of the vessels under study, and identification of existing berth infrastructure (such as ramps, crane rails, cable trenches/channels, etc.) that may affect the type and characteristics of the selected Cable Management System.
- Assessment of Target Vessels: Analysis of vessel types, their mooring arrangements, and identification of onboard shore-power connection points. This shall require communication with vessels operating at the port, with the assistance of the Port Authority, in order to identify the above characteristics—whether existing or planned—through questionnaires and data collection.
- Cable Management System Selection Report: Based on the analyses described in Sections 2 and 3 above, selection of the appropriate system type, comparison of available suppliers, and technical justification of the recommended solution, including its operational capabilities, cost, and other relevant considerations.
- Berth Layout Drawings: Detailed equipment layouts and connection-point arrangements for each berth (2D drawings).
- Equipment Drawings: Indicative 2D drawings of the proposed equipment based on information provided by the respective manufacturers, including realistic dimensional representations.

Ergonomic Assessment Report: Analysis of human factors, accessibility, and operational ergonomics.

Environmental Permitting

At this stage, the documentation required for obtaining the environmental approvals necessary for the execution of the works and the installation of the systems within the Port shall be prepared and submitted to the competent authority. This stage includes:

- **Environmental Compliance Report (ECR):** Documentation demonstrating that the proposed interventions are covered by, or may be incorporated into, an existing or amended Environmental Terms Approval Decision (AEPO), in accordance with Article 6 of Law 4014/2011.
- **Certification regarding compliance with Directive 2000/60/EC (Water Framework Directive):** Issued by the competent Water Directorate for projects affecting the seabed or the coastal zone.

Cost–Benefit Analysis (CBA)

- Assessment of the **financial viability** of the project based on financial criteria, including, indicatively: installation and equipment costs, operating expenses, financial discount rate, and inflation.
- Assessment of the **economic viability** of the project based on economic, environmental, and social criteria, including, indicatively: benefits arising from reduced pollutant emissions, noise reduction, energy savings, improved air quality, and enhancement of the port's competitiveness.
- Performance of a **Sensitivity Analysis** to identify critical variables, together with scenario analysis aimed at assessing the combined impact of changes in project parameters on key performance indicators and the overall viability of the project.

Preparation of Tender Documents

Preparation of a complete tender package for the procurement of the works, including:

- technical description of the project and technical specifications;
- studies and drawings;
- implementation schedule and budget;
- requirements applicable to construction and supply contracts;
- guarantees and bonds;
- legal conditions of participation; and
- Contractor selection criteria.

The Contractor will be provided with the **Feasibility Study** already prepared for the installation of **Shore-Side Electricity (SSE)** systems at the **Port of Thessaloniki**.

The Procurement Director of THPA S.A.

Appendices

1. Personal Data Processing Information Notice
2. Financial Proposal Template
3. Relevant Experience Reference Table
4. Key Contract Terms and Conditions

ANNEX 01 - 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 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____

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

ANNEX 2 – FINANCIAL SAMPLE FORM

ΟΛΘ Α.Ε. - ΔΙΕΥΘΥΝΣΗ ΠΡΟΜΗΘΕΙΩΝ/ ThPA. S.A.- PROCUREMENT DIVISION		
ΟΙΚΟΝΟΜΙΚΗ ΠΡΟΣΦΟΡΑ/ ECONOMICAL OFFER - ΠΑΡΑΡΤΗΜΑ/ANNEX 2		
A/A	Σύντομη περιγραφή αντικειμένου/ Description	Τιμή Μονάδας PRICE PER UNIT
1	Υπομελέτη Sub-study A	
2	Υπομελέτη Sub-study B	
3	Υπομελέτη Sub-study Γ	
4	Περιβαλλοντική Αδειοδότηση / Environmental Permitting	
5	Ανάλυση Κόστους – Οφέλους / Cost–Benefit Analysis (CBA)	
6	Σύνταξη Τευχών Δημοπράτησης/ Preparation of Tender Documents	
ΣΥΝΟΛΟ/ TOTAL		
ΤΕΛΙΚΟ ΚΟΣΤΟΣ (ΧΩΡΙΣ ΦΠΑ)/ FINAL BUDGET (WITHOUT VAT)		
Φ.Π.Α./ VAT (24%)		
ΣΥΝΟΛΟ (ΜΕ Φ.Π.Α.)/ TOTAL (WITH VAT) :		

ΔΙΑΡΚΕΙΑ ΙΣΧΥΟΣ ΠΡΟΣΦΟΡΑΣ – VALIDITY OF OFFER	120 ΗΜΕΡΕΣ
ΧΡΟΝΟΣ ΕΚΤΕΛΕΣΗΣ ΚΑΙ ΟΛΟΚΛΗΡΩΣΗΣ ΤΟΥ ΑΝΤΙΚΕΙΜΕΝΟΥ – STUDY PERIOD TIME OF COMPLETION	
ΤΡΟΠΟΣ ΠΛΗΡΩΜΗΣ – PAYMENT TERM	

.....// 2026

Ο Νόμιμος Εκπρόσωπος / The Legal representative

Σφραγίδα/ Υπογραφή / Stamp/ Signature

ANNEX 3 – EXPERIENCE TABLE

ΠΑΡΑΡΤΗΜΑ/ANNEX 3				
A/A/ S/N	ΕΙΔΟΣ ΜΕΛΕΤΗΣ/ STUDY TYPE	ΑΝΤΙΚΕΙΜΕΝΟ/ DESCRIPTION	ΧΡΟΝΟΛΟΓΙΑ/ YEAR	ΚΥΡΙΟΣ ΕΡΓΟΥ/ OWNER
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
...				

ANNEX 4 – CONTRACT TERMS

1. Payment terms

The total remuneration agreed under the Contract shall be paid to the Consultant upon delivery and completion of the entire scope of the Contract, settlement of any claims of THPA S.A. against the Consultant, and acceptance by THPA S.A. of the whole of the Contract scope. Such acceptance shall be evidenced by the electronic receipt and acceptance recorded through THPA S.A.'s Integrated Information System (SAP), as well as by the settlement of any claims of THPA S.A. against the Contractor.

2. Good Performance Guarantee

2.1 As a condition for the execution of the Contract, the Consultant shall provide a **Performance Guarantee**, the amount of which shall be equal to **ten per cent (10%) of the Contract value excluding VAT**, to be submitted prior to or upon signing of the Contract.

2.2 The Performance Guarantee shall take the form of a **Performance Guarantee Bond/Letter**, issued by a reputable and recognized Monetary Financial Institution (MFI) legally operating in Greece.

2.3 With respect to foreign economic operators, the Performance Guarantee Letter shall be issued on a **first-demand basis** by a reputable international bank through an intermediary bank legally operating in Greece. Foreign economic operators shall submit the Performance Guarantee exclusively in the form of a **SWIFT message**, which shall include at least the following information:

1. Beneficiary;
2. Applicant / In Favor Of;
3. Issuing Bank (Bank or Guarantor);
4. Amount, validity period, type of guarantee (**Performance Guarantee**), and wording reflecting the subject matter of the Contract.

2.4 In the case of associations of economic operators, the Performance Guarantee may be submitted either:

- as a single guarantee issued on behalf of all members of the association, each individually and jointly and severally liable with the other members by virtue of their membership in the association or
- separately by each economic operator participating as a member of the association.

2.5 The Performance Guarantee shall remain valid for at least **sixty (60) days beyond the completion and delivery date of the Contract scope and the signing of the Provisional Acceptance Certificate**, and shall include at least the following:

1. the date of issue;
2. the issuer of the guarantee;
3. the addressee/beneficiary of the guarantee (THPA S.A.);
4. the guarantee reference number;
5. the amount covered by the guarantee;
6. the validity period of the guarantee;
7. the full corporate name, Tax Identification Number (TIN/VAT No.), and address of the Consultant on whose behalf the guarantee is issued (in the case of a single guarantee covering an association of economic operators, the above information shall be provided for each member);
8. a statement specifying the purpose of the guarantee, namely that it covers, without limitation or distinction, the proper performance of all contractual obligations and any claim of THPA S.A. against the Consultant; and
9. the following terms:
 - the guarantee is provided irrevocably and unconditionally, and the issuer waives all rights of division and discussion;
 - the issuer undertakes to pay the guaranteed amount, in whole or in part, within **three (3) days** following a simple written demand from THPA S.A.

2.6 All costs, charges, commissions, and bank expenses, including those related to the issuance, maintenance, extension, and cancellation of the Performance Guarantee, shall be borne by the Consultant.

2.7 The Performance Guarantee shall be forfeited in the event of a breach of the Contract terms, as further specified therein.

2.8 The Performance Guarantee shall cover in full and without distinction the performance of all obligations arising under the Contract and any claim of THPA S.A. against the Consultant.

2.9 The Performance Guarantee shall be returned to the Consultant following the completion and delivery of the entire Contract scope, the settlement of any claims of THPA S.A. against the Consultant, and the electronic acceptance of the deliverables through THPA S.A.'s Integrated Information System (**SAP**), as well as the settlement of any claims of THPA S.A. against the Contractor.

3. Εκτέλεση της μελέτης - Χρόνος Εκτέλεσης Αντικειμένου & Ποινικές ρήτρες

3.1 The execution and delivery period of the Contract scope shall be specified by the Participants in their respective bids, commencing from the date of signing of the Contract. The services shall be performed on days and at times to be mutually agreed between the Consultant and THPA S.A.

3.2 In the event that the Contract scope is not duly completed and/or is not completed within the contractual completion period or any extension thereof agreed in writing between the Parties, due to reasons attributable to the Consultant, THPA S.A. shall be entitled, in addition to any other legal rights and remedies available to it, to impose liquidated damages for non-proven loss. Such liquidated damages, which are acknowledged by both Parties to be reasonable, shall amount to 1% of the Contract value for each week of delay, subject to a maximum aggregate amount of 5% of the Contract value.

3.3 For the collection of the liquidated damages, THPA S.A. shall have the right either:

- to deduct the relevant amount from any remuneration payable to the Consultant; or
- to enforce the Performance Guarantee Letter for the corresponding amount.

3.4 No liquidated damages shall be imposed where the delay is not attributable to the Consultant or where such delay results from an event of Force Majeure.

4. Main Obligations of the Consultant

4.1 THPA S.A. shall use its best efforts to make available to the Consultant, in a timely manner, all documents, data, drawings, studies, diagrams, and information deemed necessary for the performance of the Contract scope. Upon expiration or termination of the Contract, for any reason whatsoever, the Consultant shall return all such documents, data, drawings, studies, diagrams, and information provided to it. The Consultant shall submit written requests to THPA S.A. for any information required for the performance of the Contract.

4.2 THPA S.A. shall ensure that the Consultant's personnel are granted prompt and unrestricted access to such areas of the Port as may be necessary for the Consultant to perform its obligations under this Contract.

4.3 During visits to and presence within THPA S.A.'s premises, the Consultant shall comply with the regulations of THPA S.A., of which it has been informed, as well as all applicable laws and regulations.

4.4 The Consultant's personnel shall at all times wear the required Personal Protective Equipment (PPE) provided by the Consultant and shall strictly comply with all safety signage and instructions displayed within THPA S.A.'s indoor and outdoor facilities.

4.5 In performing the Contract scope, the Consultant shall comply with the information security policies implemented by THPA S.A. relating to access to information and shall adhere to all applicable regulations and procedures communicated to it.

4.6 The Consultant represents and warrants that it shall perform all of its obligations using its own personnel and resources, in a professional manner, in accordance with the terms of the Contract and the recognized standards of engineering practice and science. The Consultant shall bear sole responsibility towards THPA S.A. for all acts or omissions of itself and its personnel.

4.7 Throughout the duration of the Contract, the Consultant shall safeguard the interests of THPA S.A., act lawfully and in good faith, and undertake any action only upon obtaining the prior written consent of THPA S.A. The Consultant shall report on the progress of the assignment to the Civil Works and Studies Department of THPA S.A., which is responsible for monitoring the performance of the Contract.

4.8 The Consultant shall ensure that its personnel hold all professional licences required by law and possess the necessary experience for the execution of the Contract scope.

4.9 The Consultant undertakes not to engage in activities that are incompatible with its obligations towards THPA S.A. Prior to providing services to third parties that may conflict with such obligations, the Consultant shall notify THPA S.A. in writing and shall proceed only upon obtaining THPA S.A.'s prior written consent.

4.10 It is expressly agreed that the Consultant acts as an independent contractor and shall not act as an agent or representative of THPA S.A., nor undertake any act implying such representation. The Consultant shall have no authority to bind THPA S.A. or assume obligations on its behalf.

4.11 The Consultant shall bear sole civil and criminal liability for any loss, damage, or deterioration to the property of THPA S.A., its personnel, or any third party, resulting from acts or omissions of the Consultant's personnel. The Consultant shall also bear sole civil and criminal liability for any bodily injury or death suffered by its personnel, personnel of THPA S.A., or any third party, resulting from acts or omissions of its personnel during visits to THPA S.A.'s premises. Furthermore, the Consultant shall bear sole responsibility for any act or omission by itself or its personnel that may give rise to administrative liability of THPA S.A. towards the Hellenic Republic or any third party.

4.12 THPA S.A. shall bear no responsibility for any loss, theft, or damage to the Consultant's equipment. The Consultant shall be solely responsible for ensuring its adequate protection and safekeeping.

4.13 The Consultant shall appoint one of its executives as the Consultant's Project Manager, who shall be fully responsible for communication with THPA S.A. throughout the execution of the Contract, both with respect to the performance of the Contract scope and matters relating to contract administration and financial management.

4.14 THPA S.A. reserves the right, at its sole discretion, to engage additional consultants. In such event, the Consultant shall retain all of its rights and obligations under the Contract independently.

4.15 The Consultant shall not assign to third parties any part or the entirety of its obligations, nor transfer any part or the entirety of its rights arising from this Contract, without the prior written consent of THPA S.A.

4.16 The Consultant shall not subcontract any part or the entirety of the Contract scope entrusted to it without the prior written consent of THPA S.A.

4.17 The Consultant's personnel shall comply with all applicable laws and recognized professional standards relating to occupational health and safety. They shall also familiarize themselves with and comply with THPA S.A.'s Occupational Health and Safety Regulation for Employees (Decision No. 2643/27.06.2005).

4.18 The Consultant shall assume all employer obligations with respect to its personnel, including payroll administration and the payment of contributions to primary and supplementary social security funds.

4.19 The Consultant shall comply with all terms and restrictions imposed upon THPA S.A. under the Concession Agreement dated 02.02.2018 between the Hellenic Republic and THPA S.A., ratified by Law 4522/2018 (Government Gazette 39/A/07.03.2018), as amended and in force, which the Consultant acknowledges having reviewed.

4.20 Upon completion of the Contract scope, the Consultant shall prepare at its own expense and deliver to THPA S.A.'s Civil Works and Studies Department, in duplicate and in electronic format (.dwg, .doc, .pdf, .xls), the final deliverables.

5. Termination of the Contract

5.1 THPA S.A. reserves the right to terminate the Contract at any time and without liability for compensation by serving written notice of termination upon the Consultant. The effects of such termination shall take effect immediately upon receipt of the termination notice by the Consultant. THPA S.A. also reserves the right to exercise any other rights and remedies available to it under applicable law.

5.2 Until the effective date of termination, the Consultant shall continue to perform the Contract scope properly and diligently in accordance with the provisions of this Contract.

5.3 In the event of early termination of the Contract, the rights and obligations of the Parties accrued up to the date of such termination shall continue to be governed and performed in accordance with the terms of the Contract.

5.4 Upon early termination of this Contract for any reason whatsoever, the Consultant shall deliver to THPA S.A. the portion of the Contract scope completed up to the date of termination, provide THPA S.A. with all materials, documents, and data in its possession relating to the subject matter of this Contract, submit to THPA S.A. a detailed report describing the progress of the services and the status of completion of the Contract scope and provide all information and assistance reasonably required in relation to the Contract scope up to the effective date of termination.

6. Confidentiality – Secrecy and Personal Data Protection

6.1 The Consultant undertakes not to disclose to any third party the terms of this Contract, nor any financial, commercial, or business information provided to or discovered by it during the performance of the Contract, as

well as any documents and data obtained or discovered in connection with the subject matter of the Contract (hereinafter referred to as "Confidential Information"), except to those of its employees or advisors who need to know such Confidential Information for the purposes of carrying out the business cooperation contemplated by this Contract.

The Consultant shall not use, in any manner whatsoever, any information provided to it for purposes other than those for which it was disclosed, nor shall it exploit such information for its own benefit or that of any third party, whether directly or indirectly.

The Consultant shall ensure that all of its employees, agents, and subcontractors comply with the foregoing obligations. In the event of a breach of these obligations, THPA S.A. shall be entitled to seek compensation for any damage suffered, to require the cessation of any unauthorized disclosure of Confidential Information, and to obtain assurances against any future breach.

6.2 The Consultant shall be released from the obligations of the above paragraph only where it uses or discloses Confidential Information to third parties with the prior written consent of THPA S.A.

6.3 Any promotional activity, advertising, publication, or public statement by the Consultant relating to the subject matter of this Contract shall be made only with the prior written consent of THPA S.A.

6.4 It is expressly agreed that the obligations of confidentiality and non-disclosure shall survive the expiration or termination of this Contract.

6.5 For the purposes of confidentiality, secrecy, and the processing of personal data, the Parties shall sign and accept Appendix 1, attached hereto and forming an integral part of this Contract.

7. Copyright and Intellectual Property Rights

7.1 The Consultant represents and warrants that it is either the lawful owner or duly licensed user of all intellectual property and industrial property rights relating to the works, deliverables, and documents produced, in any form, in connection with the performance of the Contract.

7.2 Subject to payment of the Consultant's remuneration in accordance with Article 2 of this Contract, the Consultant hereby grants THPA S.A., free of charge, a perpetual, irrevocable, transferable, and exclusive license, together with the right to sublicense without the Consultant's consent, in respect of all such works and documents, as well as any pre-existing intellectual property incorporated therein. The Consultant further grants THPA S.A. the right to exercise all associated Intellectual Property Rights.

7.3 THPA S.A. grants the Consultant, solely for the duration of this Contract, a non-exclusive, non-transferable license to use THPA S.A.'s pre-existing intellectual property solely for the purpose of performing the Contract scope and only to the extent necessary for the Consultant to fulfil its contractual obligations.

7.4 All works and documents delivered by the Consultant to THPA S.A. shall become the property of THPA S.A. and may be used by THPA S.A., subject to the rights arising under applicable intellectual property legislation, once THPA S.A. has fulfilled its payment obligations towards the Consultant.

7.5 The Consultant represents and warrants that neither it nor its legal representatives, employees, or agents have infringed, nor shall infringe, any intellectual property rights of third parties in the performance of the Contract.

7.6 Any pre-existing intellectual property used by either Party in connection with the project or the creation of the Contract deliverables shall remain the property of the respective Party or its licensors.

7.7 The provisions of this Article shall survive the expiration or termination of this Contract for any reason whatsoever.

8. Miscellaneous Provisions

8.1 All terms of this Contract are deemed material. Any breach of any such term by the Consultant shall entitle THPA S.A. to terminate the Contract, without prejudice to any other rights or remedies available under law.

8.2 No act, delay, omission, or failure by either Party to exercise any right shall constitute a waiver of that right unless such waiver is expressly made in writing. No waiver of any right on one occasion shall constitute a waiver of any other right.

8.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remaining provisions. Any invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the Parties.

8.4 This Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements between them. Neither Party shall be bound by any terms, warranties, representations, or promises except as expressly set forth in this Contract or in any subsequent written amendment thereto.

8.5 Any amendment or modification of this Contract or any of its provisions shall be valid and enforceable only if made in writing and expressly incorporated into the Contract. Written form is agreed to be an essential validity requirement.

8.6 This Contract shall be governed by and construed in accordance with the laws of Greece.

8.7 Any dispute arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the Courts of Thessaloniki, Greece.

8.8 Service of any judicial or extrajudicial document upon either Party shall be validly effected at the addresses specified in the preamble of this Contract.