

**GENERAL INVESTMENT DIVISION
PROCUREMENT & INVESTMENT DIVISION**

TENDER NOTICE
TED 124 /2025
REQUEST FOR PROPOSALS
FOR THE SUPPLY OF DIESEL FUEL FOR VEHICLES – HEATING OIL AND UNLEADED GASOLINE

OPEN TENDER	
Contracting Authority:	<p>Thessaloniki Port Authority S.A. Main Activity: Port Operations Address: Within Thessaloniki Port Postal Code: 54625, Thessaloniki Tel.: +30 2310 593121 Fax: +30 2310 510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr</p>
Deadline for Submission of Offers:	11 / 07 / 2025
Deadline for Requests for Clarifications:	07 / 07 / 2025
Contract Duration:	One (1) year with the possibility of unilateral extension by ThPA SA for an additional one (1) year.
Award Criterion:	Best Financial Offer
Contact Details for Information/Clarifications	<p>For matters related to the tendering procedure: Email: procurements@thpa.gr</p> <p>Contact Persons:</p> <p>Kyriakos Kelidis Email: kkelidis@thpa.gr Tel.: +30 2310 593333</p> <p>Anastasios Anagnostakis Email: aanagnostakis@thpa.gr Tel.: +30 2310 593360</p>

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1 – Scope

1.1 Scope

The subject of the tender is the supply of Diesel fuel for transportation, Heating oil, and Gasoline for the needs of the Port of Thessaloniki.

1.2 Contract Duration

The duration of the contract is set at one (1) year from the date of its signing, with the possibility of a unilateral extension by ThPA S.A. for an additional one (1) year.

1.3 Award Criterion

The award criterion is the most economically advantageous offer, which is assessed based on price.

1.4 The technical specifications of this document are described in detail in Part B of this document.

ARTICLE 2 – Participation Requirements

2.1 Eligible Participants

2.1.1 The right to submit an offer is granted to economic operators, particularly legal entities engaged in professional activities relevant to the subject matter of this tender.

2.1.2 Participants must:

- Must not be in a state of bankruptcy, under special liquidation, under compulsory management by a liquidator or court, subject to bankruptcy settlement procedures, have suspended their business activities, be undergoing restructuring and fail to comply with its terms, or be in any similar situation arising from comparable procedures under national laws.
- The legal representative must not have been irrevocably convicted 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 crimes under Article 187 of the Penal Code (criminal organization)

b) Active bribery, as defined in Article 3 of the Convention on the fight against bribery involving officials of the European Communities or Member States of the Union (OJ C 195, 25.6.1997, p. 1) and paragraph 1 of Article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating bribery in the private sector (OJ L 192, 31.7.2003, p. 54), as well as, according to national law, offenses under Articles 159A (bribery of public officials), 236 (bribery of employees), 237 paragraphs 2-4 (bribery of judicial officers), 237A paragraph 2 (influence peddling through intermediaries), 396 paragraph 2 (private sector bribery) of the 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 Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.07.2017), and offenses under Articles 159A (bribery of public officials), 216 (forgery), 236 (bribery of employees), 237 paragraphs 2-4 (bribery of judicial officers), 242 (false certification, adulteration, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (fraud related to grants), 390 (breach of trust) of the Penal Code and Articles 155 et seq. of the National Customs Code (Law 2960/2001, Official Gazette A' 265), when directed against the financial interests of the European Union or linked to harming these interests, as well as offenses

under Articles 23 (cross-border VAT fraud) and 24 (ancillary provisions for criminal protection of the EU's financial interests) of Law 4689/2020 (Official Gazette A' 103)

d) Terrorist offenses or offenses linked to terrorist activities, as defined in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and Council of 15 March 2017 on combating terrorism and repealing Council Framework Decision 2002/475/JHA, amending Decision 2005/671/JHA (OJ L 88, 31.03.2017), or instigation, aiding, or attempt to commit such offenses as defined in Article 14 thereof, and offenses under Articles 187A and 187B of the Penal Code, as well as Articles 32-35 of Law 4689/2020 (Official Gazette A' 103)

e) Money laundering or terrorist financing as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and Council of 20 May 2015 on the prevention of the use of the financial system for money laundering or terrorist financing, amending Regulation (EU) No 648/2012, and repealing Directives 2005/60/EC and 2006/70/EC (OJ L 141, 05.06.2015), and offenses under Articles 2 and 39 of Law 4557/2018 (Official Gazette 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 Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and repealing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), and offenses under Article 323A of the Penal Code (human trafficking);

g) Embezzlement (Article 375 Penal Code)

h) Fraud (Articles 386-388 Penal Code)

i) Extortion (Article 385 Penal Code)

j) Forgery (Articles 216-217 Penal Code)

k) Perjury (Article 224 Penal Code)

l) Bribery (Articles 235-237 Penal Code)

m) Bankruptcy offenses (Article 197 Bankruptcy Code - Law 4738/2020, Official Gazette A207/27.10.2020).

- Must be tax and social security compliant.

2.2 Selection Criteria

2.2.1 Financial Capacity

Regarding financial adequacy, economic operators are required to have:

- An annual turnover of at least €2,000,000 for each of the last three years.
- Fuel supply contracts concluded in the public or private sector total at least €1,200,000 within the last three years.

2.2.2 Technical & Professional Competence

Regarding technical and professional capacity for eligibility to participate in this procedure, participants are required to hold a Category A trading license or an equivalent license issued by the relevant authority of their country of origin (for foreign economic operators).

2.2.3 Quality Assurance Standards

Economic operators participating in this tender procedure are required to comply with quality management standards according to ISO 9001, 27001, 45001, 14001, or equivalent standards for the storage, trading, and distribution of fuels.

2.3 Evidence from Participation in the Tender

Participation in the tender shall constitute evidence that each participant has gained full knowledge of the tender and all related documents, and fully understands the conditions for executing the subject matter. Any

failure by a participant to inform themselves about the above issues and the terms of the tender shall be solely their responsibility and under no circumstances shall exempt them from their obligation and liability to fully comply with their contractual commitments, should they ultimately be selected as the Contractor.

ARTICLE 3 – Provision of Clarifications on the Tender & Language

3.1 Requests for clarifications shall be submitted electronically to the Procurement Department of ThPA S.A. at the email address aanagnostakis@thpa.gr, with copies sent to kkelidis@thpa.gr and procurements@thpa.gr by **Monday 07/07/2025**. Requests for clarifications submitted by any other means will not be considered.

3.2 Clarifications will be posted electronically on the ThPA S.A. website: www.thpa.gr

The responses/clarifications shall be considered part of the tender conditions. Participants may not rely on oral answers or clarifications.

3.3 The official languages of the procedure are Greek and English. All offer documents must be drafted either in Greek or English, or if drafted in a third language, must be accompanied by a translation into one of the above languages. In case of discrepancy, the Greek version shall prevail.

ARTICLE 4 – Method & Deadline for Submission of Offers

4.1 Offers must be submitted by economic operators no later than **Friday 11/07/2025** at 12:00 local Greek time (GMT+2), unconditional and without reservation, at the email procurements@thpa.gr, with copies sent to aanagnostakis@thpa.gr and kkelidis@thpa.gr, by sending a locked folder of files. The password will be sent to the above emails after the deadline for submission of offers, following notification to the participants.

4.2 No submissions will be accepted after the deadline. Late offers will be disregarded.

Note: If the electronic folder exceeds the allowable size for email transmission, it may be sent via a large file transfer platform (e.g., MS SharePoint, WeTransfer, Google Drive, etc.).

ARTICLE 5 – Extension, Modification, Supplementation, Postponement, Repetition, or Cancellation of the Tender

5.1 ThPA S.A., without any liability, penalty, or compensation, reserves the right to extend the offer submission deadline, modify or supplement the tender documents, or cancel the tender, in accordance with the ThPA S.A. procurement Regulation. It also reserves the right to cancel, postpone, or repeat the tender at any stage without liability or cost.

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

5.3 Each participant is solely responsible for informing themselves of all tender terms.

ARTICLE 6 – Validity Period of Offers

6.1 Submitted offers shall remain valid and binding for one hundred and **eighty (180) calendar days** from the final submission date specified in the tender notice. Offers valid for a shorter period will be rejected **as unacceptable**.

6.2 The validity of the offer may be extended, if requested by ThPA S.A., before its expiry, for a maximum period equal to the original validity period stated in this tender.

ARTICLE 7 – Contents of the Offer Folder

7.1 Each participant may submit only one offer folder.

7.2 The offer folder shall contain the following:

(a) Participation documents

(b) Technical offer

(c) Financial offer

7.3 Alternative offers, offers with conditions, reservations or qualifications, offers for part of the tender scope, counteroffers or modifications, or any proposals that may be deemed counteroffers will not be considered and will be rejected.

7.4 The conditions of Article 2 of this tender, the submission of participation documents as per Article 8, the technical offer per Article 9, and the financial offer per Article 10 constitute admissibility criteria. After award and before contract signing, ThPA S.A. may request, by notifying the Contractor, additional supporting documents for contract signing.

ARTICLE 8 – Participation Documents

To prove fulfillment of the participation requirements of Article 2, participants shall submit the following documents in their offer folder:

- A solemn statement declaring that the participant has acknowledged the specific requirements and particularities of the tender subject and unconditionally accepts all terms of the tender.
- A solemn statement declaring that the participant has acknowledged and accepts the Concession Agreement between the Hellenic Republic and ThPA S.A. (Law 4522/2018, Government Gazette 39A/07.03.2018 as amended).
- A Tender Participation Guarantee Letter, as referred to in Article 11, valid for at least 180 calendar days from the offer submission deadline, amounting to fifty thousand euros (€50,000), issued by a reputable and recognized credit institution legally operating in Greece.
- Certificate of registration with the relevant Chamber of Commerce (for Greek economic operators) or the equivalent certificate/approval/license from the relevant authority of their country of origin (for foreign economic operators) proving compliance with paragraph 2.1.1 of Article 2.1 of this tender.
- A solemn statement from the legal representative of the participant declaring that neither the economic operator nor the representative falls under the exclusion grounds listed in Article 2, paragraph 2.1, subparagraph 2.1.2 of this tender, and that there are no reasons to believe such impediments will arise during the offer validity or any extensions thereof.
- Copy of Category A trading license.
- ISO 9001 or equivalent quality assurance certificate.
- ISO 27001 or equivalent quality assurance certificate.
- ISO 45001 or equivalent quality assurance certificate.
- ISO 14001 or equivalent quality assurance certificate.
- Detailed list of related fuel supply contracts in the public or private sector over the last three years (2022, 2023, 2024), accompanied by certificates of good performance for these contracts.

No	Client & Project Manager Contact Information	Contract Summary	Budget excluding VAT

- Solemn statement by participants confirming that the quality of the petroleum products to be supplied complies with the applicable specifications of the General State Chemical Laboratory.
- A detailed document presenting the participant's network coverage method (e.g., via branch office, permanent representative, partner, etc.), including attached cooperation contracts or declarations of acceptance of cooperation. This document must prove that the participant has its own or partner network required to execute the supply.
- A brief company profile with an informative note about the infrastructure and commercial performance.
- Audited financial statements for the last three years.
- The attached Data Processing Information Document (Part D), signed by the participant's legal representative.
- Legal establishment and representation documents (e.g., general certificate of changes from GEMI, valid representation certificate from GEMI, last amended statutes, management body formation decisions, etc.), published on GEMI, depending on the participant's legal form. These must confirm legal establishment, the legally binding persons at the tender date (legal representative, signing rights, etc.), any third parties granted representation authority, and their tenure.
- Tax and social security clearance certificates.

Notes:

A.1 The solemn statement required in this tender must either follow the form of article 8 paragraph 2 of law 1559/1986 with signature authenticity certification from an authorized authority, or be digitally issued via <https://www.gov.gr/>, or bear an approved digital signature. If signature certification is not feasible by these means (e.g., foreign economic operators), an equivalent declaration with certified signature authenticity must be provided.

A.2 The participant may submit a unified solemn statement covering items 1, 2, 5, and 12 of paragraph 8.1 of article 8 of this tender.

B In case of participation by a foreign economic operator, equivalent documents must be submitted from competent bodies and authorities of the participant's country of establishment.

C If a GEMI certificate specifying the participant's activity scope is provided, the Chamber of Commerce registration certificate is not necessary.

D If any condition or document under articles 2 and 8 changes during the tender process, the participant must immediately notify ThPA S.A.

ARTICLE 9 - Technical Offer

The technical offer folder shall detail all characteristics of the offered diesel fuel for vehicles & heating and unleaded gasoline, in relation to those specified in the technical specifications of this document in Part B of this announcement.

ARTICLE 10 - Financial Offer

The financial offer must be formulated according to the template in Part C, bear the signature of the legally authorized representative of the participating legal entity, and:

- State the margin on the refinery price in euros per cubic meter (€ / m³).
- State the validity period of the offer, in accordance with Article 6 of this announcement.
No other surcharge on the invoice will be accepted.

ARTICLE 11 – Participation Guarantee

11.1 The Participation Guarantee shall be in the form of a first-demand Participation Guarantee Letter, issued by a reputable and recognized financial institution legally operating in Greece, and shall include at least the following details:

- Date of issue,
- Guarantee Letter number,
- Issuer of the Guarantee Letter,
- Beneficiary of the Guarantee Letter (ThPA S.A.),
- The amount covered by the Guarantee Letter, in words and figures [amount of fifty thousand euros (€50,000.00)],
- Full name, Tax Identification Number (TIN), and address of the participant on whose behalf the Guarantee Letter is issued,
- Details and the deadline date of the current tender,
- Expiry date or validity period of the Guarantee Letter (duration ≥ 180 calendar days from the deadline for submission of offers),
- The following terms:
 - The guarantee is provided irrevocably and unconditionally, and the issuer waives the right of division and discussion,
 - The issuer undertakes to pay the amount of the guarantee in full or in part within five (5) days upon simple written notice from the beneficiary.

11.2 Regarding foreign economic operators, the Participation Guarantee must be issued by a reliable internationally reputable bank via an intermediary bank legally operating in Greece. Foreign economic operators submit the Guarantee Letter exclusively in the form of a Swift message, which must include at least the necessary information, namely: 1) To or Beneficiary, 2) In favor of or Applicant, 3) Issuing bank, 4) Amount, Duration, Type of Guarantee (Participation Guarantee), and wording according to Article 1.1 of this document.

11.3 All expenses, charges, and bank fees, including issuance, extension, and cancellation of the Participation Guarantee, shall be borne by the participant.

11.4 In case of an extension of the offer validity, the participant must, under penalty of exclusion, renew the validity of the Participation Guarantee or submit a new Participation Guarantee with the same terms no later than five (5) working days after written notification by ThPA S.A.

11.5 The Participation Guarantee shall be forfeited in favor of ThPA S.A. if:

- The participant withdraws their offer after submission,
- The participant does not extend the validity of their offer when requested by ThPA S.A., or extends the offer validity but does not renew the Participation Guarantee,
- ThPA S.A. finds that the participant has provided false information regarding participation documents,
- The selected Contractor fails to provide documentation or refuses, expressly or tacitly, to sign the relevant contract within the specified deadline.

11.6 The Participation Guarantee shall be returned:

1. To the Contractor no later than five (5) working days after the submission of the Performance Guarantee.
2. To the other participants no later than five (5) working days after contract signing.
3. To rejected participants after each stage of award.
4. To all participants in case of cancellation of the tender no later than five (5) working days after notification of the cancellation decision.

11.7 The Participation Guarantee shall be sent electronically by participants along with the other documents, and the original must be submitted or sent to ThPA S.A. within three (3) working days from the final offer submission date.

11.8 Offers without the proper guarantee shall be rejected as unacceptable.

ARTICLE 12 – Evaluation & Award Criteria

12.1 The examination of offers and participation documents shall be conducted by ThPA S.A. without the presence of the participants.

12.2 During the offer evaluation, ThPA S.A. may request clarifications from participants, who must provide them within the deadlines set.

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

12.4 Contract award will be communicated to all participants.

ARTICLE 13 - Contract & Amendments

13.1 After the award notification, a contract shall be signed between ThPA S.A. and the Contractor.

13.2 The contract may be amended during its term, without a new contracting process, only by written mutual agreement of the parties, according to the ThPA S.A. Procurement Regulation.

ARTICLE 14 – Special Contract Terms

14.1 Performance Guarantee

14.1.1 For contract signing, the Contractor is required to submit a Performance Guarantee equal to up to five percent (5%) of the contract value excluding VAT, deposited before or at contract signing. The Performance Guarantee shall be a first demand Guarantee Letter from a reputable credit institution legally operating in Greece.

14.1.2 Foreign economic operators' Performance Guarantee must be issued by a reputable international bank via an intermediary bank operating legally in Greece. They must submit the Guarantee exclusively as a Swift message including essential data: Beneficiary, Applicant, Issuing bank, Amount, Duration, Type of Guarantee (Performance Guarantee), and wording based on the contract object.

14.1.3 The Performance Guarantee shall be valid at least sixty (60) days beyond the completion and delivery of the contract and include:

- a) Date of issue,
- b) Issuer,
- c) Beneficiary (ThPA S.A.)
- d) Guarantee number,
- e) Amount covered,
- f) Validity period,
- g) Full name, TIN, and address of the Contractor,

h) Purpose specifying full and unconditional coverage of all contract terms and any claims ThPA S.A. may have against the Contractor,

i) Terms:

i1) Guarantee is irrevocable and unconditional, and the issuer waives division and discussion rights,

i2) Issuer undertakes to pay the amount fully or partially within five (5) days of simple written notice.

14.1.4 All costs and bank fees related to issuance, maintenance, extension, and cancellation of the Performance Guarantee shall be borne by the Contractor.

14.1.5 The Performance Guarantee will be forfeited if contract terms are violated.

14.1.6 The Performance Guarantee covers fully all contract terms and any ThPA S.A. claims against the supplier.

14.2 Delivery & Receipt

Delivery of liquid fuels shall be made in partial quantities according to ThPA S.A.'s needs.

Liquid fuels will be transported in Contractor's tankers sealed with one-time plastic numbered seals bearing the company logo, accepted by customs authorities, and delivered into the tanks of ThPA S.A.'s central Fuel Storage at the Contractor's care and expense.

Specifically, heating oil deliveries will be made in eleven (11) building tanks with capacities over 300 liters each. The minimum order quantity is 300 liters per tank, and delivery shall be made by tanker with a meter. Delivery time is one (1) working day from receipt of the order, with possible extension of one (1) additional working day at most.

If the Contractor fails to deliver fuel for any reason not due to force majeure and delivers late, ThPA S.A. may procure the fuel from the open market, and any price difference plus any additional expenses incurred will be charged to the Contractor.

The exact quantity and delivery date will be specified in the order sent by email from the Central Storage manager to the responsible Contractor department.

Pricing will be based on volume converted to 15°C (fifteen-degree scale).

14.3 Payment Method

Payment will be made as follows:

The value of the fuels will be paid to the Contractor within 30 days from the date the invoice is received by ThPA S.A., which will be done under the Contractor's responsibility and not from the date of issue of the invoice.

The payment of the value of the fuels will be made after submission of the relevant supporting documents, i.e., the Contractor's invoice duly signed by the recipient.

14.4 Price Adjustment

The offered prices, resulting from the margin over the refinery price in euros per cubic meter (€/m³), are considered **fixed and final** and are not subject to adjustment for any reason or cause until the completion of the contract's subject matter. For this reason, each interested party's participation in the tender implies their explicit, unconditional, and irrevocable waiver of any right to adjust the prices offered, which might otherwise arise from any related provision.

PART B – TECHNICAL SPECIFICATIONS

The quality of the following types of petroleum products must comply with the applicable specifications, as defined by decisions of the Supreme Chemical Council of the State.

Detailed information:

Product	Annual Quantity (liters)	Regulations on Physicochemical Characterist
Diesel Fuel (Automotive)	1.844.000	Joint Ministerial Decision (JMD) 77/2022/2024 (Government Gazette 2318B/2024)
		JMD 128/2016 (Gov. Gazette B' 3958/2016)
		Ministerial Decision (MD) 76/2016 (Gov. Gazette B' 4217/2016)
		MD 316/2010 (Gov. Gazette B' 501/2012)
Heating Oil	67.600	JMD 128/2016 (Gov. Gazette 3958B/2016)
		Ministerial Decisions (MD) 469/2002 (Gov. Gazette B' 1273/2003)
		MD 467/2002 (Gov. Gazette B' 1531/2003)
Unleaded Gasoline	12.000	MD 147/2015/2016 (Gov. Gazette B' 293/2016)
		MD 316/2010 (Gov. Gazette B' 501/2012)

PART C – TEMPLATE FOR FINANCIAL OFFER

DESCRIPTION	Margin on the refinery price in euros per cubic meter (€/m ³)
Diesel fuel for vehicles	
Diesel fuel for heating	
Unleaded gasoline	
TOTAL	

PART D – INFORMATION DOCUMENT ON THE PROCESSING OF PERSONAL DATA

INFORMATION ON THE PROCESSING OF PERSONAL DATA

in accordance with Article 13 of the General Data Protection Regulation (GDPR) 679/2016

(to be attached to the Application for Participation forms in Tenders – Calls for Proposals – Declarations – Offers, etc., issued by the Procurement and Investments Department of "ThPA S.A.")

The Société Anonyme under the name "Thessaloniki Port Authority S.A." (ThPA S.A., Law 2688/99, Government Gazette 40A'/1-3-99), with registered offices in Thessaloniki (1st Pier, inside the Port, P.C. 54625, tel.: +30 2310 593 118-121), lawfully represented, hereby informs, in accordance with the applicable legislation on the protection of personal data particularly EU General Data Protection Regulation 679/2016 **in its capacity as Data Controller**, the natural person (*hereinafter referred to as the "Data Subject"*) signing the Application for Participation, the Offer, or other similar-purpose document of the Procurement and Investments Directorate of "ThPA S.A." and submitting the required documentation, **either** on their own behalf (as an individual business) or as the legal representative of a participating legal entity or in another capacity, that ThPA S.A., through its competent Services/Directorates/Departments (*as well as its employees acting under its supervision, instruction, and on its behalf within their job responsibilities and potentially also other joint Data Controllers, Processors, third parties or recipients such as other participants, ministries, public authorities, tax offices, judicial authorities, etc., in compliance with legal obligations or for the performance of a contract*), **collects, processes, and retains** the personal data contained in the Application for Participation, the Offer, or similar document and their supporting materials, voluntarily submitted to ThPA S.A. by the Data Subject on their own behalf or on behalf of the legal entity they represent.

These data will be used to process the Application, Offer, or any other related submission to the Procurement and Investments Directorate of ThPA S.A. The **purpose of processing** includes the evaluation of the application/offer, verification of the Data Subject's or their company's credentials as required by the process, assessment of suitability as a potential contracting party, or within the context of contract negotiation (pursuant to Article 6(1)(b) GDPR, Recital 44).

Additionally, ThPA S.A. processes this data to contact the Data Subject when necessary, regarding the procedure and to comply with its regulatory and legal obligations (Article 6(1)(c) GDPR). The data will be stored by the Procurement Department **for the time required to complete the review of the application/offer and supporting documents, the duration of the procedure, the period for lodging any appeals or legal remedies, the fulfillment of mutual obligations, the expiration of any reciprocal claims, and generally as long as required under the applicable legal and regulatory framework governing subcontracting and procurement at ThPA S.A.**

After this period, the data will be archived either in physical or digital form, in a manner that restricts access to unauthorized personnel. Secure destruction is foreseen following the expiration of the required retention period, in accordance with applicable law (*for data collected before 23-03-2018, the provisions of Article 191*

§2 of Law 4610/2019 (Gov. Gazette A' 70) apply for data collected thereafter and under the status of ThPA S.A. as a Société Anonyme, the statutory limitation period of the Civil Code applies). The provision of these data is necessary for participation in the procedure if the Data Subject fails to provide them, the related service cannot be carried out, nor can participation in the procedure be accepted.

The **Data Subject has the right** to submit a request to the Data Controller regarding access to and information about the data, rectification, restriction of processing, objection to processing, erasure, and data portability, **always within the terms and limitations of the applicable legislation** (e.g., Articles 17(3), 20(3), and 23 of the GDPR). These rights may be exercised by completing the appropriate request form available **at the Protocol Office and the Procurement and Investments Directorate of ThPA S.A.**, by sending a letter to: ThPA S.A., 1st Pier, inside the Port, P.C. 54625, Thessaloniki, Greece, tel.: +30 2310 593 118-121, or by email at: dpo@thpa.gr.

The Data Controller will inform the Data Subject of the action taken in response to the request under Articles 15–22 of the GDPR, without undue delay and in any case within one month of receiving the request. This deadline may be extended by two additional months if necessary, taking into account the complexity of the request and the number of requests received (see Article 12(3)– (4) GDPR).

The Data Subject also has the right to lodge a complaint with the **Hellenic Data Protection Authority**, either in writing (address: 1–3 Kifissia's Ave., 115 23, Athens, Greece) or via electronic communication at www.dpa.gr.

Thessaloniki, ___ / ___ / 2023

Acknowledgment of this Information Notice

(Signature and full name in writing): _____

THE CEO OF ThPA S.A.

Dr. IOANNIS TSARAS