

**TED 130/2025
REQUEST FOR PROPOSAL (RfP)**

FOR THE SUPPLY AND INSTALLATION OF NEW ELECTRICAL EQUIPMENT (i.e. DRIVES, PLC e.tc.) FOR THE ELECTRICAL REVAMPING OF H/C 31

Open RFP	
ECONOMIC OPERATOR	<p>THESSALONIKI PORT AUTHORITY S.A. Main activity: Port services Address: Municipality of Thessaloniki, 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</p>
Deadline for the Submission of Bids (Closing Date)	27/10/ 2025
Deadline for the Submission of Requests for clarifications	20/10/ 2025
Award Criterion	Most financially and technically advantageous bid based on price and qualitative criteria
Contact for Information/ Clarifications	<p>E-mail: procurements@thpa.gr</p> <p>For the tender procedure Name: Ilias Samaras E-mail: isamaras@thpa.gr Telephone: +30 2310 593 206</p> <p>Name: Kyriakos Kelidis Email: kkelidis@thpa.gr Τηλ: +30 2310 593 333</p>

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The société anonyme under the trade name "Thessaloniki Port Authority S.A." (hereinafter ThPA S.A.) which entered into a Concession Agreement with the Hellenic Republic on 02.02.2018, ratified by Law 4522/2018 (Government Gazette 39A/7.3.2018), pursuant to which Hellenic Republic granted to ThPA S.A. the exclusive right of use and exploitation of certain land and assets within the Port of Thessaloniki, conducts an open tender procedure for the supply and installation of new electrical equipment for the electrical revamping of H/C Crane 31 in accordance with the provisions of the aforementioned Concession Agreement, as in force, the Procurement Regulation of ThPA S.A., posted on its website <https://www.thpa.gr/el/our-vision/#Policies>, as well as the following terms and conditions: The following Articles 01 - 12, the Part B (Technical Specifications) as well as the attached Annexes 1-5 provide detailed descriptions and information pertinent to this process and constitute the Requirements, Terms and Conditions of this RfP.

PART A – GENERAL & SPECIFIC TERMS

ARTICLE 1-Object

1.1. The object of this open Request for Proposal (hereinafter called as "**RfP**") is the supply and installation works of new electrical equipment (drives, plc e.t.c.) for the electrical revamping of H/C Crane 31 which will operate at the premises of ThPA S.A., inside the port of Thessaloniki (hereinafter called as the "**items under supply**"), according to all legal, commercial and financial terms and conditions included in this RfP and all the attached Annexes 01-05.

1.2. The Technical specifications, terms, conditions and all the details of the items under supply are described in Part B herein and Annex 3 (Technical Bid Details).

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

ARTICLE 2 – RfP Participants Eligibility

2.1 Participation in this tender procedure is open to economic entities, in particular legal entities, carrying on a professional activity related to the object of this RfP, i.e. crane manufacturers or electrical engineering companies specializing on industrial electrical facilities that can support these machines adequately.

2.2 All of the following requirements are obligatory for each Participant.

Participants shall:

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

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

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

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

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

2.2.3 Not to have the grounds for exclusion provided for in clause 9.2 of the Procurement Regulation of ThPA S.A.

2.3 Qualitative Selection Criteria

2.3.1 All Participants should have an experience for the same or similar project type for the last five years (2020-2021-2022-2023-2024) in the European Market.

Participants shall meet the following qualitative selection criteria:

a) Within the last five (5) years, they must have executed at least one (1) similar supply contract with a budget not less than EUR 70,000.

b) They must possess proven and duly documented know-how and expertise, specifically in the supply and installation of new electronic systems or the replacement of existing electronic systems on port gantry cranes or dock side cranes (Ship to Shore "STS" container gantry cranes or dock side cranes).

c) They must have executed installations of the same nature as the subject of the present Tender, namely the installation of PLC and Drive systems, on at least five (5) electrically powered cranes with a lifting capacity greater than or equal to forty (40) tons, or on port gantry cranes).

d) They must hold valid certificate(s) of the EN ISO 9001:2015 series, or an equivalent standard, relevant to the subject supply (i.e., the upgrade and/or modernization of port cranes and/or industrial cranes), issued by a recognized Institute or Organization established in a Member State of the European Union, or alternatively provide other acceptable evidence of equivalent quality assurance measures.

2.3.2 All Participants shall submit a list of attached **Annex 5 (Experience table based on similar projects)** herein for the same or similar project type for the last five years (2020-2021-2022-2023-2024) in the European Market. In order to demonstrate compliance with the requirements of Article 2.3.1, Participants shall submit:

- Client certificates evidencing the execution of at least one such supply contract within the last five (5) years, with a budget not less than seventy thousand euro (70.000,00 €), expressly stating the client's details, the executed project, the delivery time (timely or delayed), and the successful completion thereof.
- Documentation substantiating know-how and experience in the supply and installation of new or the replacement of existing electronic systems on port gantry cranes or dock side cranes, supported by client attestations explicitly stating the client's details, the executed project, the delivery time, and the successful completion.
- A detailed list of executed projects involving the installation of PLC and Drive systems on at least five (5) electrically powered cranes of lifting capacity ≥ 40 tons or on port gantry cranes, accompanied by at least five (5) relevant client certificates containing explicit reference to the client's details, the executed project, the delivery time, and the successful completion.
- valid certificate(s) of the EN ISO 9001:2015 series, or an equivalent standard, relevant to the subject supply (i.e., the upgrade and/or modernization of port cranes and/or industrial cranes), issued by a recognized Institute or Organization established in a Member State of the European Union, or alternatively provide other acceptable evidence of equivalent quality assurance measures.

2.4 Participation in the RfP

Participation in this RfP will constitute irrefutable presumption that each Participant has been given full knowledge of the RfP and all the elements and is fully aware of the conditions of performance of the object. Participation in the RfP constitutes irrefutable presumption that the Participant fully, unconditionally and without exception accept all the terms and provisions of the RfP and its documents. Any failure by any Participant to be informed of all the above

matters and conditions of the RfP shall be the sole responsibility of the Participant and shall in no circumstances relieve him of his responsibility and obligation to comply fully with his contractual obligations, if he is ultimately selected as the Contractor of the object.

ARTICLE 3 - Provision of Clarifications on the RfP & Language

3.1 Requests for clarifications shall be submitted electronically to the Procurement Department of ThPA S.A. 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 ThPA S.A. website www.thpa.gr.

3.2 If ThPA S.A., in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RfP made in any other manner other than writing are not binding upon ThPA S.A., and Participants shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding.

3.3 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.

ARTICLE 4 - Bid Submission Method and Deadline

4.1 All Bids shall be submitted electronically by the Participants no later than **23:59h local time (GMT+3) of Monday 27/10/2025**, 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.

4.2 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).

4.3 The access code shall be sent to the above email addresses after the bid submission deadline, following notice to the Participants by ThPA S.A..

4.4. Bids submitted after the Closing Date and Time will be disregarded.

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

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

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

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 to be informed of all the terms of the RfP.

ARTICLE 6 - Bid Validity Period

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

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 ThPA S.A., prior to its expiration, for a maximum period of time equal to the initial bid validity period specified in the RfP.

ARTICLE 7 - Bid Contents

7.1 The details of the bids are defined as follows:

(a) Technical Bid

(b) Financial Bid

(c) Participation documents

The bid details are submitted to separate sub-folders.

7.2 The conditions set out in Article 2 of this notice, together with the submission of the participation supporting documents referred to in Article 10, the technical bid referred to in Article 8 and the financial offer referred to in Article 9 shall constitute prerequisites for admissible participation and shall be assessed as to their fulfilment and validity following the opening of the offers. Following the award and prior to the signature of the contract, ThPA S.A. may, by notifying the award decision to the successful Participant, request the latter to submit additional supporting documents for the purposes of the contract signature, in order to demonstrate compliance with the above.

ARTICLE 8 - Technical Bid

8.1 The Technical Bid shall include all the documents and supporting documents which will serve to assess the suitability of the Bid, in accordance with the provisions of Part B (Technical Specifications) of this RfP.

In particular, it includes a complete and binding technical description of the new electrical equipment offered for the electrical revamping of H/C 31, which should meet all the technical requirements and specifications contained **in Part B and Annex 3 (Technical Bid Details)** and hereof, describing accurately the requirements and specifications of the products. The Participants are also requested to send a form drafted in accordance with the template in **Annex 3 (Technical Bid Details)**, with all the relevant data of their proposal.

8.2 If the Technical Bid submitted has no deviations from the Part B hereof (Technical Specifications), ThPA S.A. may evaluate it and/or request further clarifications; The Participants may deviate from the specifications where they deem it appropriate, but this should be noted and justified accordingly. ThPA S.A. reserves the right to exclude a Bid if, at its discretion, deviates from the Part B.

ARTICLE 9 - Financial Bid

9.1 The **Financial Bid** is drafted in accordance with the attached template in **Annex 4** and must bear the seal of the Participant and the signature of their legally authorized representative of the Participant. The binding financial bid will include the items under supply, with the equipment, explicitly provided for in this RfP, for delivery to the port facilities designated by ThPA S.A.

9.2 Participants must include in their financial bid:

(a) the time of validity of the bid, in accordance with Article 6 of the RfP,

(b) the delivery time, in accordance with the provisions of this Article and Annex 4 hereof.

(c) the warranty period, in accordance with the provisions of Annex 2 hereof.

9.3 The time for execution and delivery of the entire project (supply and installation) will be proposed by the Participants in their bid (at the pertinent section of **Annex 04 - Financial Bid**) and will be considered accordingly. Project Delivery Time is the total time required by the Participant for execution and delivery of the entire project, from the date of signing the contract until the supply and installation of items under supply to ThPA S.A. in the Port of Thessaloniki ready for commercial operation.

The supply and installation of the items under supply will take place on working days and hours that will be jointly agreed between the Contractor and ThPA S.A..

In the case that the whole project is not completed in due time and within the contractual period or any extension agreed in writing between the parties, because of the fault of the Contractor, ThPA S.A. may, in addition to any of its legal rights, impose a penalty clause of **One percent (1%)** of the Total Contract Value (excluding VAT) for each week of delay, with a maximum penalty of **Ten percent (10%)** of the Total Contract Value (excluding VAT).

9.4 The prices are considered fixed and final and are not subject to adjustment for any reason and cause until the end of the project. The Participants acknowledge the current market and state that their offers are binding. For that reason, the participation of any interested party in the tender entails his explicit, unconditional, and irrevocable waiver of any right to adjust the offered prices which may derive from any relevant provision. The Participant shall not have the right to increase the item price or to request other benefits from ThPA S.A..

ARTICLE 10 - Participation Documents

10.1 In order to proof that the conditions for eligibility pursuant to article 2 of this RfP have been fulfilled, Participants must also submit in the same file (included in a separate sub-folder) the following:

10.1.1 A corresponding **Certificate/ Approval/ Authorization of Registration** from the relevant authority of their country of origin (foreign economic entities) or a **Certificate of Registration** in the relevant chamber (national economic entities) which will prove that the conditions of subparagraph 2.1 of Article 2 of this RfP are met.

10.1.2 The **Information document** on the processing of personal data attached to **Annex 01**, duly signed by the legal representative of the participating legal entity.

10.1.3 A **Solemn Declaration** from the legally authorized representative of the participating legal entity, stating that:

- The company is in good financial health, has the capacity to deliver the project herein and doesn't anticipate any major issue, which could affect the quality or the timing.
- There are no grounds for exclusion, as set out in **Paragraph 2.2 (2.2.1, 2.2.2 and 2.2.3)**, for the economic entity and its authorized representatives, and that there are no grounds for believing that such impediments will occur during the period of validity of the bid and any possible extensions thereof.
- The Participant has taken note of the specific requirements and specificities of the RfP and that he unconditionally accepts its terms and conditions.
- The Participant has taken note and accepts the Concession Agreement between the Hellenic Republic and ThPA S.A. (Law No 4522/2018 Government Gazette 39 A'/07.03.2018, as currently in force).

10.1.4 Legal incorporation and representation documents, in order to prove their legal incorporation and representation (such as last amended Articles of Association, certificates of company information amendments, decisions to form the administrative body depending on the legal form of the Participant, certificate of current legal representation, authorization in case of granting to a third party the power of representation, etc.). The above documents specify the lawful establishment, the person(s) legally binding the company on the date of the RfP (legal representative, right of signature etc.), any third parties authorized to represent the Participant, as well as the term of office of the person(s) and/ or the members of the management body/ legal representative. In case of the participation of a foreign economic operator, equivalent to the above documents must be provided by the competent bodies and authorities of the country of establishment of the Participant.

NOTE: The Solemn Declarations submitted in accordance with this RfP, shall either be in the form provided for in article 8 par. 2 of Law 1559/1986 with certification of the authenticity of the signature by the competent authorities or digitally published through the website <https://www.gov.gr/> or have an qualified digital signature. An equivalent declaration (e.g., Self-Declaration) applicable to the country of origin is accepted for Participants of other nationalities. In the event that during the RfP process, any data included in the participation documents submitted by the Participant changes, the latter is obliged to immediately notify the change to ThPA S.A. in writing.

10.2 Failure to submit the items listed in this section is grounds for rejection of a proposal as non-compliant to the specifications.

ARTICLE 11 - Evaluation & Awarding Criteria

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

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

ThPA S.A. reserves the right to request revised bids.

11.2 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	Criterion Rating
C1	Technical evaluation of proposed solution	40%	80-120
C2	Experience (provided by sales of same or similar project)	30%	80-120
C3	Warranty - Performance Guarantee	20%	80-120
C4	After Sales	10%	80-120

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.

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

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

Whereby:

- B_{max}** → The overall rating received by the best Technical Bid
B_i → The overall rating of the Technical Bid i
K_{min} → The total comparative cost of the Bid with the lowest price
K_i → The total comparative cost of the Bid i
Λ_i → Total score of offer, which is rounded to 2 decimals

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

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

ARTICLE 12 - Contract

12.1 After the announcement of the RfP result, a contract is signed between ThPA S.A. and the selected bidder. The General Contract details are drafted according to the conditions of the attached **Annex 02**.

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 ThPA S.A.

12.2 On assignment, the Contractor will be able to suggest amendments on the contract including the Annex 2 herein.

PART B – TECHNICAL SPECIFICATIONS

All technical specifications are included in the attached file with document name "Technical Specifications - Revamping H_C 31"

The Procurement Department of ThPA S.A.

Annexes:

1. Information document for the processing of personal data
2. General Contract details
3. Technical Bid Details
4. Financial Bid
5. Experience table based on EU market sales of similar machines

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 02 - General Contract details

A. Letter of Guarantee Policy

A Letter of Guarantee is issued on demand, by a creditworthy and recognized credit institution legally operating in Greece or shall be submitted exclusively in the form of a Swift message by an internationally renowned reputable bank to the intermediary banks selected by ThPA S.A.. No alternative options will be accepted.

A Letter of Guarantee 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 Letter of Guarantee and text based on the Contract signed.

All costs, expenses and bank charges including in issuing, maintaining, and calling up a Letter of Guarantee shall be borne by the Contractor.

B. Special terms of Contract

1. Project Good Operation Guarantee

The minimum acceptable period of guaranteed proper operation of the project is **six (6) months**, starting from the date of signing the Final Acceptance Protocol. During the guaranteed proper operation period, the Contractor is responsible for the proper functioning of the entire project and must, at his own expense, repair any damage, defect, malfunction, undue wear, or failure arising from defective execution and construction or faulty materials.

If the Contractor fails to repair the damage or malfunction within a deadline set by ThPA S.A. during the guaranteed operation period, ThPA S.A. in addition to any other legal rights it may have, reserves the right to carry out the repairs itself and charge the related costs to the Contractor.

All the above periods must also be stated by the Participant in the **Technical Bid (Annex 03)**.

The Contractor shall submit a **Letter of Guarantee** (according to the Annex 2, article A) as a **Good Operation Guarantee**, amounting to **Five percent (5%)** of the Total Contract Value (excluding VAT), with an expiration date of **Sixty (60)** calendar days after the end of the Warranty Period, and which is deposited with the signing of the Final Acceptance Protocol.

Foreign economic operators submit a Letter of Guarantee exclusively in the form of a Swift message, which is sent by an internationally renowned bank of international prestige to the intermediary banks selected by ThPA S.A..

The Good Operation Guarantee covers in full and without distinctions the implementation of all the contractual terms and any claim of ThPA S.A. against the Contractor.

The Good Operation Guarantee is forfeited as a penalty clause and unproven compensation in case of breach of any term of the contract, all terms being considered essential.

The Good Operation Guarantee will be returned to the Contractor after the expiration of the Warranty Period and the settlement of any claims of ThPA S.A. against the Contractor.

2. Contracts' Good Performance Guarantee

Upon signing of the contract, the Contractor shall submit to ThPA S.A. a Letter of Guarantee as a Good Performance Guarantee, amounting to **Ten percent (10%)** of the Total Contract Value (excluding VAT), with an indefinite duration.

Foreign economic operators submit a Letter of Guarantee exclusively in the form of a Swift message according to the details of article A hereof (Letter of Guarantee Policy).

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

The Good Performance Guarantee covers in a comprehensive and non-discriminatory manner the implementation of all the terms of the contract and every requirement of ThPA S.A. vis-a-vis the Contractor.

The Good Performance Guarantee is returned to the Contractor after:

- The successful completion of the Project,
- The signing of the Final Acceptance Protocol,
- The settlement of any claims of ThPA S.A. against the Contractor and
- The submission of the Project Good Operation Guarantee in accordance with B1 of this **Annex**.

3. Schedule of Payments

The Total Contract Value (excluding VAT) will be paid within **Sixty (60)** calendar days from the date of issue of the invoice, after the signing of the Final Acceptance Protocol, subject to the receipt of the equivalent **Letter of Guarantee** for the Good Operation Guarantee.

4. Training & After Sales

The Contractor shall provide training at least four (8) hours to ThPA S.A.'s Operators and Eight (16) hours to ThPA S.A.'s Technicians, according to ThPA S.A.'s request.

5. Place of Delivery

The delivery of the items under supply shall take place at the premises of ThPA S.A. in the port of Thessaloniki at the expense and responsibility of the Contractor. The delivery will take place under the Incoterms 2020 DDP (Delivered Duty Paid) to the Port of Thessaloniki.

6. Project Insurance Coverage

6.1 Upon signing the contract, the Contractor must submit the Project Insurance Policy covering the execution period of the project. The duration of insurance must cover the full construction period. The insurance limits should be at least as follows:

General Civil and Employer's Liability

- Maximum liability limit for each individual incident: 1.000.000,00 €

Contract Works All Risk Insurance

- All-risk coverage for the value of the contractual works
- Coverage of existing property: 20% of the contractual works value
- Debris removal: 10% of the contractual works value
- Mechanical and site equipment: at the contractor's discretion

6.2. The Contractor shall be insured with one or more insurance companies legally operating within the European Union, and the insurance policy must be submitted at the time of contract signing and at least three (3) working days before the commencement of works.

The Contractor is also required to ensure all self-propelled vehicles and construction machinery with the legally required third-party liability insurance, including the Tool Liability Extension.

7. Contractor's Obligations

7.1 The Contractor agrees on the following, in case that any work is to be performed by the Contractor at ThPA S.A.'s premises:

- The Contractor, upon project completion of the works, is required—at his own expense—to prepare and deliver in **three (3) hard copies** and in **electronic format** (*.dwg, *.doc, *.pdf, *.xls) to the respective unit of ThPA S.A., the quantity surveying data of the works (calculations and drawings), the final measurement, as well as the detailed construction drawings and photographs of the project.
- All required works will be performed in accordance with all applicable laws, rules and regulations of the Hellenic Republic as well as of the European Union (EU).
The Contractor must, during the execution of the project, comply with the security policies applied by ThPA S.A. and related to access to information, observing the applicable regulations and procedures.
- During the execution of the works, the Contractor must fully comply to all Health & Safety measures dictated by the pertinent legislation and undertakes to comply with all of the legal provisions and the technical and scientific rules in matters of health and safety in the workplace, for all the employees involved or not, including

those indicatively mentioned in the Health and Safety guide at work of ThPA S.A., of which the Contractor was made aware.

The Contractor must also take note of the Health and Safety of Employees Regulations of ThPA S.A., with the provisions of which it must comply.

- The Contractor represents and warrants to execute the object of the contract with his own staff and means in an appropriate manner, under the terms of the contract and the rules of art and science and hereby confirms to be, towards ThPA S.A., solely responsible for any act or omission.

Furthermore, the Contractor bears full and exclusive responsibility for the suitability, legal provision of work and residence in the country of the persons employed in the performance of the work resulting from the contract.

- The Contractor bears full and exclusive liability, civil, administrative and criminal, for any kind of loss, wear or damage to the property of ThPA S.A., its personnel or third parties, as well as exclusive liability, civil, administrative and criminal, for any bodily injury or death to the personnel it employs, to the personnel of ThPA S.A., as well as to any third person, due to the work undertaken by him or on the occasion thereof by his own actions or those of the persons he will employ, during the execution of the project until the termination of the contract for any reason.

If an accident occurs, the Contractor will make all the required announcements.

- The Contractor must take all appropriate measures for the safety of the work and the prevention of damage or accidents that may be caused by him, by persons employed by him, by his subcontractors, or by the materials and machinery used. He is liable for any damage or accident caused to ThPA S.A., the project under execution, its employees, its facilities, as well as to any third party. He is obligated to comply with the applicable laws and all relevant regulations. ThPA S.A. bears no responsibility for any damage or accidents involving the Contractor's personnel or any third party, for which the Contractor has civil, administrative, and criminal liability. Furthermore, the Contractor must be aware of and comply with the Health and Safety Regulations of ThPA S.A. employees (Decision 2643/27.06.2005).
- ThPA S.A. reserves the right to ask for the removal or replacement of any of the Contractor's employees deemed inappropriate or violates the instructions regarding the proper technique and the security measures to be observed.
- The Contractor is obliged, at his own expense, to procure, install and operate any machinery, tools, materials and supplies, necessary or useful for the performance of the project completion.
Such machinery, tools, materials and supplies, used temporarily or permanently in the project, shall be suitable for the intended use and shall provide complete safety for the project and the personnel.
ThPA S.A. bears no responsibility for any loss of materials, parts, machinery and tools of the Contractor, who must ensure their adequate and effective storage.
- The Contractor is obliged to ensure that his staff has all the statutory licenses, the necessary experience required to provide the works, shall use appropriate machines that have a legal license in order to fulfill his obligations and generally acquire any required insurance against all risks for both the staff employed and the machinery throughout the term of the contract.
- The Contractor shall take out any required insurance against all risks for both the personnel it employs and the machinery throughout the duration of the contract.
- The Contractor's employees will constantly, during their visit to the premises of ThPA S.A., use all appropriate Personal Protective Equipment (PPE), which the Contractor provides to its staff, will strictly comply with all instructions given by ThPA's indoor/outdoor facility signing and will place warning signs about the risks posed during the performance of their work. The Contractor must provide all necessary Personal Protective Equipment (PPE) for his personnel, at his own cost and responsibility, in accordance with the nature of the work performed.
- The Contractor bears all the responsibilities of the employer for his staff, namely payroll and contributions in favour of the main and auxiliary insurance funds. The Contractor is required to insure, in accordance with current regulations, all personnel he employs with the Hellenic National Social Security Institution (EFKA) and the respective main and supplementary insurance funds, as applicable.
- The Contractor shall be responsible for the payment of all taxes arising from its payment.

- The Contractor assumes the costs of moving or transporting/shipping materials and equipment, throughout the duration of the contract and warranty period.
- The Contractor shall, during the term of the contract, look after the interests of ThPA S.A., act lawfully in good faith and take any action only with the written consent of ThPA S.A..
- The Contractor undertakes not to engage in activities incompatible with its obligations against ThPA S.A..
- It is expressly agreed that the Contractor is independent, will not act as an agent of ThPA S.A. nor will it make any relevant act of representation of ThPA S.A..
The Contractor shall have no authority to bind ThPA S.A. or to incur obligations on behalf of ThPA S.A..
- It is prohibited to assign to third parties part or all of the Contractor's obligations as well as to assign part or all of its rights arising from the contract without the prior written consent of ThPA S.A..
- The Contractor shall not assign part of or all of the work entrusted to him to a sub-contractor without the written consent of ThPA S.A..
- The Contractor has taken note and accepts the Concession Agreement between the Hellenic Republic and ThPA S.A. (Law No 4522/2018 Government Gazette 39 A'/07.03.2018, as currently in force).

8. Termination of Contract

8.1 ThPA S.A. reserves the right to terminate the contract at any time and without compensation, by giving notice to the Contractor in writing, the effects of which will take effect immediately on receipt of the notice of termination. ThPA S.A. also reserves the right to exercise any other right granted to it by the law.

8.2 Until the date of entry into force of the results of the termination, the Contractor shall provide their services adequately and properly, in accordance with the provisions of the contract.

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

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

9. Confidentiality and Personal Data

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

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

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

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

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

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

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

10. Other terms

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

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

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

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

10.5 The headings of the terms of this Agreement are for convenience only and shall not affect its interpretation.

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

10.7 This is subject to Greek law.

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

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

Annex 03 – Technical Bid Details

Check attached file

Annex 04 - Financial Bid

Check attached file

Annex 05 - Experience table based on EU market sales of similar machines

Check attached file