



**INVESTMENTS DIVISION
PROCUREMENT & INVESTMENTS DIVISION**

**TED 059/2020
CALL FOR OPEN TENDER FOR THE SUPPLY OF Wi-Fi EQUIPMENT FOR THE CONTAINER
TERMINAL OF THPA SA**

**SUMMARY OF THE TENDER
OPEN TENDER**

ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main Activity: Port services Address: Within the Port of Thessaloniki PC: 546 25, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Bids	02.11.2020
Deadline for the Submission of Requests for clarification	29.10.2020
Awarding Criterion	The most economically advantageous bid (lowest price), provided that the technical terms of this call are met.
Contact for information/clarifications	For the tender procedure Name: Giorgos Papageorgiou E-mail: gpapageorgiou@thpa.gr Telephone: +302310593305 Name: Chrysanthi Athanasiou E-mail: cathanasiou@thpa.gr Telephone: +302310593360 For technical issues Name: Christos Papadopoulos E-mail: cpapadopoulos@thpa.gr Telephone: +302310593380

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1 –Description of the object of the contract and its financial terms

1.1. Object of the contract

This call concerns the supply of equipment for the wireless network of the Container Terminal (CT) of ThPA SA, in accordance with the following terms. Bids that meet the specifications listed in Part B hereof shall be accepted.

1.2. Financial object - Award Criterion

The assignment of the supply shall be made based on the most economically advantageous bid (lowest price), provided that the specifications herein are met.

ARTICLE 2- Right of Participation - Qualitative Criteria

2.1 Right of Participation

2.1.1. Participation in the procedure shall be open to natural or legal persons who have a professional activity related to the object of this call.

2.1.2. Participants shall:

- Not be under bankruptcy, liquidation or administration;
- Not have been irrevocably convicted (the administrators for the case of limited partnerships or limited liability companies, the Chairman and the CEO for the case of SAs and the natural persons performing management duties in each case) for:
 - a) participation in a criminal organization, pursuant to article 2(1) of Joint Action No. 98/733/JHA of the Council of the European Union;
 - b) corruption, as it is respectively defined in Article 3 of the Council Act dated 26th May 1997 and in Article 3, paragraph 1 of Joint Action No. 98/742/CFSP of the Council;
 - c) fraud within the meaning of article 1 of the Convention on the protection of financial interests of the European Communities;
 - d) money laundering, according to article 1 of the Council Directive 91/308/EEC of 10 June 1991 on the prevention of the use of the financial system for the purpose of money laundering;
 - e) embezzlement (Criminal Code 375);
 - f) fraud (Criminal Code 386-388);
 - g) extortion (Criminal Code 385);
 - h) forgery (Criminal Code 216-218);
 - i) perjury (Criminal Code 224);
 - j) corruption (Criminal Code 235-237);
 - k) fraudulent bankruptcy (Criminal Code 398).

ARTICLE 3 – Means and Time for Submitting Bids

Interested parties can submit their bids by email until **Monday 02.11.2020**, at the latest, at the Procurement Department of ThPA SA in the following email addresses gpapageorgiou@thpa.gr and cathanasiou@thpa.gr

Bids submitted late will be disregarded.

ARTICLE 4 - Provision of Clarifications on the Call of Tender

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to gpapageorgiou@thpa.gr and cathanasiou@thpa.gr also forwarding any technical issues to cpapadopoulos@thpa.gr, no later than five (5) days before the closing date for submission of bids. Requests for clarifications submitted in any other way will not be considered. The clarifications are posted electronically on the website of ThPA SA www.thpa.gr.

ARTICLE 5 - Extension, amendment, addition or cancellation of the tender

ThPA SA reserves the right to extend the time for submitting bids or to cancel the award procedure, or to decide to repeat it at any stage, without any liability, cost or penalty, following

a decision by its competent body. It also reserves the right to modify the terms of the procedure with transparency.

ARTICLE 6 - Bid Validity Period

Bids submitted are valid and bind the participants for **a period of ninety (90) days** from the deadline for their submission.

The validity of the bid may be prolonged, if requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial bid validity period specified in the Call.

ARTICLE 7 - Bid Content

Bids shall be submitted in Greek, without being dependent on any other term, condition, proviso or reservation, as follows:

- (a) Participation documents
- (b) Technical Bid
- (c) Economical Bid

ARTICLE - 8 Participation documents

To prove that the participation criteria have been met, economic operators shall submit the following supporting documents:

- In order to prove professional capacity, a certificate of registration in the relevant Chamber is submitted.
- In the cases where the economic operator is a legal person, to prove its legal constitution and representation, the legal documents of constitution and legal representation shall be submitted (such as statutes, certificates of company information amendments, respective pages of the Official Gazette, documents of BoD meetings, in the case of SAs, depending on the legal form of the participant). The above documents shall specify the lawful establishment, the person(s) legally binding the company on the date of the tender (legal representative, right of signature, etc.), any third parties authorized to represent the contractor, as well as the term of office of the person(s) and/or the members of the management body/legal representative.
- A Formal Statement of the legal representative of the participating economic operator stating that: a) he became aware of the terms of this call, which he fully and unconditionally accepts; b) that the items offered are perfectly suitable for the intended use in accordance with the technical specifications of the tender; c) there are no impediments to participation under article 2 of the Call and d) in case the offered items are deemed unsuitable during their use, they will be replaced with new ones, suitable, at the sole expense of the supplier.
- A copy of Annex A signed by the legal representatives of the participating economic operator (Information document for the processing of personal data, according to Article 13 of GDPR 679/2016)

ARTICLE 9 - Technical Bid

The technical bid shall cover all the requirements and specifications herein and in particular of PART B of this Call.

ARTICLE 10 - Economical Bid

The economical bid shall bear the signature and seal of the participant and state:

- the net price of the offered items in EUR;
- the time of bid validity, which cannot be less than 90 days from the deadline for the submission of bids;

ARTICLE 11 - Language

The official language of the procedure is Greek and the bids shall be drafted in Greek or accompanied by their translation into Greek. In case of inconsistency, the prevailing wording is always the Greek one.

Furthermore, parts of the technical bid, information and technical prospectus, as well as other documents - corporate or not - with special technical *content* may be submitted in English without a translation into Greek.

ARTICLE 12 –Bid Opening & Evaluation

The opening of the bids shall take place in a reasonable time after the deadline for submission of bids, without the presence of the participants.

During the evaluation, ThPA SA may address requests to the economic operators concerned for clarifications and economic operators must provide clarifications within the time limits set. After completion of the evaluation, participants are informed of the acceptance or rejection of their bid.

ARTICLE 13 - Special terms for the performance of the supply

13.1 Contract - Amendments

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

The contract may be modified during its term, without the need for a new contract procedure, only upon the mutual agreement of the parties.

13.2 Performance Bond

The signing of the relevant contract requires the submission of a Performance Bond, amounting to 5% of the total contractual remuneration, excluding VAT, deposited before or during the signing of the contract.

The performance guarantee covers in total and without exceptions the application of all terms of the contract and any claims of ThPA SA against the contractor.

The letter of guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stated in the contract and shall be returned upon expiry thereof.

13.3 Time of delivery

The delivery time of the equipment shall not exceed one hundred (100) days from the signature of the respective contract.

13.4 Late delivery

In the case of late delivery, a fine of **1%** shall be charged for each day of delay on the value of the equipment delivered late, with a maximum of **7%**.

13.5 Payment method

The payment of the supplier shall be made in sixty (60) days from the receipt of the system and the control of its proper operation by a competent committee of ThPA SA.

Price Adjustments

During performance of the supply, the prices shall remain stable and unchanged.

PART B': TERMS AND TECHNICAL SPECIFICATIONS OF WI-FI EQUIPMENT

Terms for the supply of IT equipment

The proposed equipment shall meet the following terms and technical specifications.

Technical specifications

The equipment will be installed at Pier 6 of ThPA SA to cover the requirements of the Container Terminal (CT) of the Port of Thessaloniki in wireless network. The area of the space is about 360,000 sq.m. (Image 1 – area within the blue line). The system to be installed shall ensure uninterrupted access to the wireless network, high reliability and availability. It will replace the existing wireless network of ThPA SA, which was installed ten years ago and consists of PROXIM equipment (2 BSUs - Base Station Units, 13 SUs - Station Units & 1 PtP link) for the backbone network and MIKROTIK equipment (17 Access Points, 4 of which are wired) for the 2.4 GHz network

The new network shall meet the network connection requirements of the following equipment to the network of ThPA SA:

- 4 STS Cranes
- 24 Straddle Carriers
- 4 Frontlifts
- 2 Reach stackers
- 7 Tractors

In addition to the above, an important term in the design of the solution is that the contractor shall ensure the coverage with network at 2.4GHz in the following two areas of the premises of the CT:

- In the area below and near the four (4) Bridge Cranes of ThPA SA (Image 1 – Area 1). In this area there is a requirement to connect the wireless handhelds used by the tallymen to access the TOS.
- In the eastern area of the CT, on the borders with the Conventional Port, along the area of storage of reefers (Image 1 – Area 2). Similarly, in this area there is a requirement to connect the tablets used by the technicians of reefers.

The equipment that will be used for the 2.4 GHz wireless network will derive from the equipment that ThPA SA has and from the equipment that will be dismantled.

It is noted that in all lighting poles located within the CT there is a possibility of connection to the fiber optic network of ThPA SA.



Image 1 – CT Area (Container Terminal) of ThPA SA

In the technical description of their solution, candidates shall clearly specify the type of equipment to be used, the amount of equipment per type, its place of installation and the coverage area.

The list of proposed equipment shall also include the equipment proposed by the contractor (safety stock), which will ensure the high availability of the system. Due to the operational importance of the CT and the special requirements of the wireless network of the CT, stock shall be maintained for the critical equipment of the system.

The wireless network that will be selected shall be scalable so that it can cover the future needs of ThPA SA in wireless network at least in piers 4, 5, 6, as well as in its upcoming expansion.

The **minimum** acceptable composition for the equipment shall meet the following technical specifications. Participants may also offer equipment with technical features that are better than the ones mentioned above.

1. General

This Specification refers to Fluidmesh MOBI and ENDO Series Wireless System. Substitutes will not be accepted.

- 1.1. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- 1.2. All systems and components shall have been thoroughly tested and proven in actual use.

2. Wireless Transceiver

- 2.1 The wireless transceiver shall be manufactured by Fluidmesh Networks, Inc.
- 2.2 The approved product lines are Fluidmesh ENDO and MOBI series.
- 2.3 The wireless transceiver shall be compliant with the following technical specifications
 - 2.3.1 2x2 MIMO technology with modulation speed up to 866 Mbps.
 - 2.3.2 Frequency range: 4.940 – 4.990GHz and 5.170 - 5.850GHz.
 - 2.3.3 OFDM modulation (BPSK, QPSK, 16-QAM, 64-QAM, 256-QAM)
 - 2.3.4 Connectorized product with 2x RP-SMA or 2xQMA connectors
 - 2.3.5 Cabling Type: One (1) or more Ethernet 10base-T, Ethernet 100base-Tx, Ethernet 1000base-T. Data Link Protocol: Ethernet, Fast Ethernet, Gigabit Ethernet.
 - 2.3.6 Transmission power: up to 27dBm
 - 2.3.7 IP66 classified enclosure or higher
 - 2.3.8 Operating temperature of -40C to + 80C
 - 2.3.9 Power consumption: maximum 20W
- 2.4 The wireless transceiver shall be capable of transmitting, receiving and forwarding IP packets through the optimal path in real time. The wireless transceiver shall perform a continuous analysis of the bandwidth available on every wireless link. The wireless unit shall be able to detect increases and decreases in link quality in real time, routing packets around low-quality links and sources of interference. The wireless transceiver shall not route packets by minimizing the number of hops in the path, but it shall pick the path that provides the lowest latency, highest bandwidth, and lowest error rates.
- 2.5 The wireless transceiver shall be able to support point-to-point, point-to-multipoint, mesh and hybrid network topologies through the FluidMAX protocol.
- 2.6 The wireless transceiver shall be able to support both centralized polling-based and distributed CSMA/CA-based Medium Access Control (MAC) protocols in order to create point-to-point, point-to-multipoint, and mesh architectures.
- 2.7 The wireless transceiver shall be capable of supporting up to 150 clients in point-to-multipoint configuration
- 2.8 The wireless receiver shall implement an automatic medium access control algorithm that detects the network topology and enables polling-based MAC or CSMA-based MAC.
- 2.9 The wireless system shall run on a serverless architecture and shall have a web-based interface for remote management.
- 2.10 The wireless network shall be monitored via FMQuadro and FluidityQuadro web-based management interface.

- 2.11 The wireless system shall store up to 30 days history of the main network parameters: signal strength, modulation speed, throughput, packet error rate and link error rate.
- 2.12 The wireless transceiver interface shall provide a built-in spectrum analyzer to scan the frequency spectrum and identify possible source of interference.
- 2.13 The wireless transceiver interface shall provide a real time bandwidth monitoring tool
- 2.14 The wireless transceiver shall fully support 802.1Q VLAN tagging. It shall support hybrid port-based and MAC-based VLAN tagging.
- 2.15 The wireless transceiver shall not be visible to standard 802.11-enabled devices.
- 2.16 The wireless transceiver shall support the Prodigy transmission protocol. It shall prioritize PTZ control packets over video packets to minimize latency and shall be able to transmit IP packets, such as MPEG4 I-frame vs. MPEG-4 P-frame, in different ways, providing different levels of reliability and priority.
- 2.17 The wireless transceiver shall provide at least one Ethernet port to interconnect any Ethernet-based devices, such as IP cameras, video-servers, Wi-Fi Access Points, VoIP phones, etc.
- 2.18 The wireless transceiver shall be able to route and forward multicast traffic.
- 2.19 The wireless transceiver shall have the ability to limit its Ethernet port capacity in order to allow the user to purchase only the amount of bandwidth required. Additional throughput shall be enabled by upgrading the transceiver with software plug-ins in case the bandwidth requirements increase over time.
- 2.20 The wireless transceiver shall have a standard 2 years warranty in parts and labor and an optional warranty extension to 3, 4 or 5 years.

3. Mobility – On Board Equipment

- 3.1 Wireless transceiver devices for on-board installation shall use the technology called "Fluidity".
- 3.2 The proposed system shall be a fully IP and Ethernet-compatible solution designed to connect the vehicle to the infrastructure network when the infrastructure network is available.
- 3.3 The on-board solution consists of two wireless transceiver devices that will create a connection to the infrastructure network operating in the 5 GHz spectrum. The on-board wireless transceiver devices will be operating on 5/10/20/40/80 MHz channels to match the infrastructure installation.
- 3.4 The wireless devices mounted on the vehicles shall be able to perform a zero-packet-loss hand-off from one base transceiver station to the other leveraging the Fluidity technology, based on a make-before-break approach.
- 3.5 The data connection from the vehicle to the ground shall be maintained during the whole hand-off process thus guaranteeing a complete seamless hand-off experience to end-user data.
- 3.6 The connection between the antennas and the on-board wireless transceiver devices shall be performed with low-loss coaxial cables and QMA connectors that are specifically designed for environments with a significant level of vibrations. Compared to N-type or SMA connectors, QMA connectors do not lose their tightness after being exposed to vibrations for an extended period of time.
- 3.7 The on-board wireless transceiver shall be equipped with 8-pin M12 Ethernet ports and 5-pin M12 power connectors to avoid the typical issues that affect the performance and life-span of RJ45 connectors when exposed to environments with a significant level of vibrations.
- 3.8 The on-board wireless transceiver shall be powered with a standard IEEE 802.3af/at 48V PoE switch/injector through the 8-pin Ethernet Gigabit port or directly using the dedicated 5-pins M12 connector and a 48VDC input.
- 3.9 It shall be possible to use two power inputs at the same time in order to provide redundant power to the on-board device.
- 3.10 Each on-board device shall provide two M12 Ethernet ports.
- 3.11 The on-board device shall be designed with ruggedized components and the entire cooling system of the device shall not have any moving mechanical component.

- 3.12 The on-board device shall feature 2x Cu-Sn-Zn-plated QMA coaxial connectors compliant with ASTM B-117 specifically suited for very humid and salty environment to prevent oxidation.
- 3.13 The on-board device shall be at least IP66-rated and supported temperature range shall be -40°C to +80°C.
- 3.14 The on-board device shall be provided with hose clamps or metal straps for pole mounting or installed using proper DIN-Rail mounting kit.
- 3.15 The on-board devices shall be able to work cooperatively selecting the best link to the infrastructure available performing an internal handoff among them.
- 3.16 The on-board devices shall be able to balance the traffic load among the available infrastructure devices.

4. Mobility – Infrastructure Equipment

- 4.1 Wireless transceiver for the infrastructure system shall use the technology called "Fluidity".
- 4.2 The proposed system shall be a fully IP and Ethernet-compatible solution designed to connect the vehicle to the infrastructure network when the infrastructure network is available.
- 4.3 The wireless devices on the fixed infrastructure network shall be able to support a zero-packet-loss handoff from on-board wireless transceivers leveraging the Fluidity technology, based on a make-before-break approach.
- 4.4 The data connection from the vehicle to the ground shall be maintained during the whole hand-off process thus guaranteeing a complete seamless hand-off experience to end-user data.
- 4.5 The data streams shall be moved from one link to the other by leveraging pre-established MPLS tunnels and MPLS techniques like "label stacking" and "label stitching" in order to ensure no data-plane throughput degradation during mobile radio handoff to the next base transceiver station.
- 4.6 The infrastructure wireless network shall be able to negotiate and select the optimal data rate using a predictive approach that leverages an artificial intelligence algorithm with learning techniques instead of a standard statistical approach based on past performance and error-rates at different data rates.
- 4.7 The rate selection algorithm shall be able to predict signal strength and SNR patterns by analyzing the trend of received signal.
- 4.8 The infrastructure wireless network shall be designed in order to have one or two base transceiver stations at each mast location.
- 4.9 Each base transceiver station shall be connected to one or two dual-polarized directional antennas at each trackside location the two directional antennas shall be mounted to look at opposite sides of the infrastructure and provide coverage in different directions.
- 4.10 The dual-polarized directional antennas shall be equipped with a specific mounting bracket that allows for dual-slant mounting of the antennas.
- 4.11 Base transceiver station shall be powered with a standard 48V IEEE 802.3af/at compliant injected power (Power over Ethernet).
- 4.12 All wireless transceivers shall support the IETF-standard L2TP version 3 protocol (RFC 3931) to create virtual layer-2 (e.g. Ethernet) links on top of IP-routed connections allowing interconnection of remote nodes into a single mesh network by means of one or more pseudo-wires spanning across the public Internet.

5. Additional Features

- 5.1 All the proposed wireless transceiver shall embed a radio chip capable of performing AES 128 bit or AES 256-bit encryption in hardware.
- 5.2 All control plane signaling information between the wireless transceiver shall be encrypted by default, and the data plane encryption shall be configurable.
- 5.3 All the proposed devices shall support the IEEE802.1q VLAN.

- 5.4 The wireless transceivers support a 'smart' VLAN mode which allows all tagged traffic to flow between network switches on either side of the wireless link. The devices shall also have the capability to add or prune IEEE802.1q tags to an inbound or outbound packet.
- 5.5 All wireless transceivers shall support MPLS based End-to-end QoS that allows advanced traffic engineering. The wireless transceivers shall comply with 8-bit Differentiated Services computer network (DSCP). Wireless transceivers shall guarantee QoS end-to-end in mobility and roaming applications.
- 5.6 All the wireless transceivers shall be remotely manageable through a password protected HTTPS web-interface and an SSH command line interface. Both interfaces are accessible locally at the unit, and remotely over the network. Both interfaces shall support multiple user access levels, including view, user, and administrator modes.
- 5.7 The wireless transceivers shall be monitored using any SNMP compatible OSS platform, and it shall be possible to export a detailed MIB set which fully characterizes the wayside, onboard, and network behaviors.
- 5.8 The system shall support SNMP trapping, to send an instantaneous alert to the OSS system of an anomalous condition.
- 5.9 It shall be possible to monitor the entire system or a single network cluster from a single point of access by pulling XML data from a RESTful API.
- 5.10 All setting changes and updates to a wireless transceiver shall be applied locally at the unit, or remotely over the network. Standard configuration files might be saved from and uploaded to any device.
- 5.11 It shall be possible to upgrade firmware on a wireless transceiver locally or over the air (OTA) using a secure HTTPS connection, and firmware updates must pass a local checksum on the target unit to prevent corrupted firmware upgrades.

Installation

All the equipment will be installed at Pier 6 of ThPA SA. The above shall also include any other added spare part necessary for the overall and proper operation of the system (connection cables, installation kits, etc.). If desired, each candidate may visit the premises and facilities of the Container Terminal and get acquainted with the current situation and existing systems of ThPA SA.

The installation shall be done in consultation with the Information & Communications Technology Department and the CT Division, on a day and time that will not affect the operation of the Company.

The contractor shall describe in detail his solution, in which the equipment that will be installed and its exact location shall be mentioned in detail, in order to achieve the full coverage of the CT (Image 1 – area within the blue line).

The installation of all the equipment, its configuration and then the training that will follow, will be done by a **certified** engineer/partner of the manufacturer, with the appropriate technical experience, in consultation with the Information & Communications Technology Department of ThPA SA and the competent operational unit in the CT.

The solution is "turnkey". The contractor will be solely responsible for the integration of the proposed equipment into the network of ThPA SA and its proper operation, according to the planning.

Also, the equipment that will be installed shall be:

- new, unused and shall not derive (including its parts) from a rebuilding or any similar process
- in the original packaging and shall derive from the official branch of the manufacturer
- declared to the original buyer and covered by an official warranty and technical support
- the latest model in its class (certified by the manufacturer)

Finally, for any software related to the above equipment, the buyer will be the only authorized user.

Training

The contractor shall conduct at least 2 four-hour training seminars on the management of the new equipment, to at least 5 employees of the Information & Communications Technology

Department of ThPA SA and to external partners, after the successful completion of the installation and within the next two weeks. The seminars will be delivered preferably day by day, so as not to disturb the operation of the Department. The training will take place at the offices of the Information & Communications Technology Department of ThPA SA with supervisory means to be made available by the Company.

Documentation

The contractor shall provide ThPA SA with all the operating manuals of the devices, the user licenses and the installation files of all types of software. Upon completion of the installation of the equipment and software, a complete recording of the physical connections of the installed equipment, as well as any other documentation material of the installation that may be required (serial numbers, host names, IPs, user names / passwords, etc.) shall be delivered to the Information & Communications Technology Department of ThPA SA in printed and electronic form (editable, e.g. MS OFFICE files).

Support

- The offered guarantee - technical support shall be offered by the equipment **manufacturer**
- There shall be 24x7x365 telephone and electronic support from the equipment manufacturer
- The support shall cover the equipment in its entirety or individually and have a duration of at least one (1) year. In their bids, candidates shall also mention the cost of support for more than a year, if such a thing is offered.
- Candidates shall also submit a table with the indicative delivery time per type of equipment.

THE MANAGING DIRECTOR - CHIEF EXECUTIVE OFFICER OF THPA SA

FRANCO NICOLA CUPOLO

ANNEX A

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 "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.

These 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 ΑιτΣκ 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*) These data are kept at the competent Procurement Department **for as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfilment of both parties' obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA SA, as applicable.** Then, they are filed, either on paper or electronically in such a way that access is not authorized to non-authorized employees. After the elapse of the necessary time period, they will be safely destroyed, as provided for by the relevant legislation (*the provisions of Article 191 §2 of Law 4610/2019 (Α'70) apply for the period up to the 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 "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 "Controller" provides information to the "Data Subject" about the action held upon request, pursuant to Article 15 to 22 of the GDPR without delay and, in any case, **within one month** from the reception of the request. This deadline **may** be extended by two more months, if required, taking into account the complexity and the number of requests (*see more in detail: Article 12, par. 3-4 GDPR*). Also, in case of a complaint, the "Data Subject" is authorized to contact the **Hellenic Data Protection Authority** in writing (*address: 1-3 Kifissias Str. P.C. 115 23, Athens*) or by e-mail (www.dpa.gr).

Thessaloniki, ___ / ___ /20___

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