

**CALL FOR OPEN TENDER  
(TED 070/2021)  
FOR THE USE AND MAINTENANCE OF TEN (10) SCREWPIPE CONVEYORS AND TWO (2) FORKLIFTS  
FOR LOADING BULK CEREALS OF ThPA SA**

**TENDER SUMMARY**

<b>OPEN TENDER</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY SA</b> Main line of business: Port works Address: Inside the Port of Thessaloniki PC 54012 Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Website address: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for submission of bids</b>	<b>28/07/2021</b>
<b>Deadline for submission of clarification requests</b>	<b>20/07/2021</b>
<b>Award criterion</b>	The most economically advantageous offer, based on the best value for money, provided that the general and specific terms are satisfied.
<b>Estimated procurement value</b>	
<b>Estimated value of right to extension</b>	
<b>Estimated option value</b>	
<b>Contract Term</b>	<b>one (1) year with an option to extend for (1) more year</b>
<b>Contact person for clarifications</b>	Name: Georgios Zoutas, Kostas Avramidis E-mail: <a href="mailto:gzoutas@thpa.gr">gzoutas@thpa.gr</a> and <a href="mailto:kavramidis@thpa.gr">kavramidis@thpa.gr</a> with CC to <a href="mailto:skakarakis@thpa.gr">skakarakis@thpa.gr</a> Tel: +302310 593310, 593105

## PART A: GENERAL & SPECIFIC TERMS

### ARTICLE 1 - Description of Physical & Financial Object of the Contract

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#### 1.1. Physical Object

The object of the tender is the use and maintenance of ten (10) screw conveyors and two (2) forklifts of ThPA SA, for loading bulk cereals on ships.

It must be clarified that alternative bids and bids for part of the requested services shall not be accepted.

#### 1.2. Financial object

The minimum starting price is set at € 300.00/screw conveyor and € 500,00/forklift, ie the total amount of four thousand euros (€ 4,000.00), for a period of twelve (12) months. Offers for part of the machinery shall not be accepted. Bids that are vague, incapable of being evaluated or conditional are rejected as unacceptable. Bids will be rejected as unacceptable if they contain deviations from the mandatory terms of the Call.

#### 1.3. Term

The term of this contract is set at one (1) year starting from 01/08/2021 renewable for one (1) more year.

#### 1.4. Award Criterion

The contract will be awarded according to the criterion of the most economically advantageous offer, based on best value for money, provided that the requirements of this Call are satisfied. In case of delayed start date, the one (1) year of the contract starts from the date that will be defined as start date.

### ARTICLE 2 - Eligibility - Quality Selection Criteria

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#### 2.1 Eligible participants

**2.1.1.** Eligible to participate in the conclusion of this contract are the natural or legal persons and, in the case of an association of economic operators, their members that have a professional activity related to the scope of the tendered services.

**2.1.2.** Participants must:

- Not be in a state of bankruptcy, liquidation or compulsory receivership.
- 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 other cases) for:
  - a) participation in a criminal organisation, within the meaning of Article 2(1) of EU Council Joint Action
  - b) bribery, within the meaning of Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of Council Joint Action 98/742/JHA.
  - c) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests,
  - d) money laundering, within the meaning of Article 1 of Council Directive No. 91/308/EEC, on prevention of the use of the financial system for the purpose of money laundering,
  - e) embezzlement (article 375 of the Criminal Code)
  - f) fraud (article 386-388 of the Criminal Code)
  - g) extortion (article 385 of the Criminal Code)
  - h) forgery (article 216-218 of the Criminal Code)
  - i) perjury (article 224 of the Criminal Code)
  - j) bribery (article 235-237 of the Criminal Code)
  - k) bankruptcy fraud (article 398 of the Criminal Code)
- They shall have fulfilled their obligations' relating to the payment of taxes or social security contributions.

**2.1.3.** The associations of economic operators, including any temporary partnerships, are not required to assume a specific legal form in order to submit an offer. The selected Joint Venture or Association of Suppliers may be required to assume a specific legal form to the extent that the specific legal form is necessary for the proper execution of the contract.

**2.1.4.** In the case of a bid by an association of economic operators, all its members are jointly and wholly liable to the contracting entity.

## **2.2 Economic & Financial Standing**

With regard to their financial and economic standing and in order to sign this contract, the economic operators must have:

- an average annual turnover of at least **one hundred and fifty euro (€150,000.00)** in the last three (3) fiscal years.
- "General Civil Liability insurance covering Personal Injury & Damage to Property" and "Employer Civil Liability" insurance policies, with a total annual compensation of **one hundred and fifty euro (€150,000.00)** for all coverages. Note that for the purposes of all Civil Liability insurance policies, ThPA SA, its staff, consultants, associates, suppliers, Contractors, subcontractors and clients are considered third parties.

## **2.3 Technical & Professional Skill**

With regard to the technical and professional skill and in order to sign this contract, the economic operators are required to have at least three (3) years of experience in the maintenance, use and operation of screw conveyors for loading cereals on ships.

## **2.4 Quality Assurance & Environmental Management Standards**

For the purposes of this procurement procedure, the economic operators must have:

- a)** Quality management certification, per **ISO 9001** (or equivalent), for loading cereals on ships.
- b)** Environmental management certification, per **ISO 14001** (or equivalent), for loading cereals on ships, and
- c)** Health & Safety Certification per **ISO 45001** (or equivalent) for loading cereals on ships

**In cases of company partnerships, company associations or joint ventures, it suffices that one member fulfils the criteria of articles 2.2, 2.3.& 2.4.**

## **ARTICLE 3 – Proof of Fulfilment of the Participation Criteria**

In order for participants to demonstrate that they meet the selection criteria of *article 2, Eligibility - Quality Selection Criteria*, along with their tender, they shall submit the following participation documents:

a) To prove their right to participate referred to in paragraph 2.1:

- A certificate of registration to the corresponding chamber (domestic economic operators) and a similar certificate/approval/licence from the competent authority in their country of origin (foreign economic operators).
- A solemn statement by the tenderers stating that the participation impediments set out in paragraph 2.1.2 do not apply in their case, and that they have no reason to believe that they will apply during the tender validity period or any of its extensions.

After the award of the project and before signing the contract, the selected economic operator shall furnish the necessary certificates and other supporting documents (criminal record copy, tax and insurance clearance certificate, GEMI certificate etc.).

- b) an insurance policy including at least General Personal Injury & Damage to Property Civil Liability and Employer Civil Liability policy and Employer Civil Liability policy and at least within the limits set forth herein.

b) To prove their technical capacity of paragraph 2.3,

- A table with the relevant assignments regarding the maintenance, use and operation of screw conveyors for loading cereals completed in the last three (3) years: (project name, brief project description,

contracting authority, implementation timetable). On the table of projects, the projects meeting the requirements of paragraph 2.3 herein will be highlighted.

d) To prove their compliance with the quality assurance and environmental management standards of paragraph 2.4 they shall furnish:

- Environmental management certification, per ISO 9001 for loading cereals on ships.
- Environmental management certification, per ISO 14001 for loading cereals on ships. and
- Health & Safety Certification per ISO 45001 for loading cereals on ships.

e) To prove their lawful incorporation and representation, in the cases when the economic operator is a legal person, the legal establishment and lawful representation documents (such as articles of incorporation, certificate of changes, corresponding Government Gazettes, Board of Directors formal establishment in the case of SA, etc., depending on the legal form of the participants). The lawful incorporation, all the relevant amendments to the articles of association, the person/s that lawfully bind the company at the time of the tender (lawful representative, power of signature etc.), any third parties with representation authority, as well as their term and/or the term of the administrative body members/lawful representative must all derive from the aforementioned documents.

f) The economic operator associations submitting a joint tender, submit the supporting documents referenced in paragraphs (a) & (e) for each economic operator participating in the association. For the other categories b to d, it suffices that one member fulfils the criteria of articles 2.2, 2.3, 2.4.

g) In the case when an economic operator wishes to rely on the capacity of other operators, to prove that he will have the necessary resources at his disposal, he must furnish a written commitment of these operators to this end.

**NOTE:** The Solemn Statements set forth in this Call, if drafted by Greek citizens, must be in the form provided for in article 8, par. 2, Law 1559/1986 and submitted by the interested natural persons or in the case of legal persons and depending on the legal form of the participating legal person: a) by the general partners and administrators in the case of General and Limited Partnerships or b) by the Managers in the case of Limited Liability companies or) by the legal representative in the case of Société Anonymes (e.g. CEO) provided it is demonstrated by a Board of Directors Act published in a Government Gazette issue, where the relevant competence is stated.

#### **ARTICLE 4 - Bid submission modalities & time**

Bids shall be submitted by the economic operators during business days and hours, by no later than **27.7.2021** at 15:00, in Greek, not subject to terms, requirements, conditions or provisos.

##### **Address for bid submission:**

Thessaloniki Port Authority SA  
(Administration Division - Secretariat Department)  
Technical Service Building (in the Port)  
PC 54012 Thessaloniki

After the closing date and time, it will no longer be possible to submit bids. Bids submitted after the deadline shall be returned.

#### **ARTICLE 5 – Tender extension, amendment, addition or annulment**

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. ThPA S.A. also reserves the right, to modify the terms of the procedure with transparency.

#### **ARTICLE 6 – Provision of Clarifications on the Call**

Clarification requests are submitted electronically at the ThPA SA Procurement Department [gzoutas@thpa.gr](mailto:gzoutas@thpa.gr), [kavramidis@thpa.gr](mailto:kavramidis@thpa.gr) with a CC to [skakarakis@thpa.gr](mailto:skakarakis@thpa.gr) five (5) working days before expiry of the deadline for submitting bids at the latest. Clarification requests submitted in other forms shall not be reviewed.

The clarifications shall be posted on the ThPA SA website [www.thpa.gr](http://www.thpa.gr).

## **ARTICLE 7 - Tender Preparation - Content**

The contents of the tender folder are defined as follows:

- (a) one (sub)folder marked "Participation Documents - Technical Bid"
- (b) one (sub)folder marked "Financial Bid" and
- (c) an electronic storage medium (usb) with the content of the two above sub-envelopes in electronic form. Every envelope will include the respective storage means.

In all other respects, alternative tenders, counteroffers or amended tenders or any proposals that may be construed as counteroffers shall not be considered and shall be rejected by the ThPA SA competent body, after an opinion has been delivered by the Tender Committee.

## **ARTICLE 8 – Bid validity time**

The submitted bids must be valid for one hundred twenty (120) days after the deadline for bid submission. Tenders with a shorter validity period will be rejected **as unacceptable**.

The validity of the bid may be extended, 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. Any extension to the bid validity is accompanied by a corresponding extension to the bid bond validity period.

## **ARTICLE 9 – Contents of (sub)envelope "Participation Documents - Technical Tender"**

### **9. 1. Participation Documents**

The economic operators submit participation data and supporting documents, which include:

- A solemn statement whereby Candidates declare they unreservedly accept the terms of the Call, and that they have been apprised on the special terms and requirements of the Tender scope.
- A Participation Bond/letter of guarantee with a validity of  $\geq 120$  calendar days, counting from the Bid Submission Closing Date, in the amount of five thousand (5.000,00€) euro. In the case of Joint Ventures, Associations or Partnerships, the Participation Bond shall cover the obligations of all members of the Association or separate participation bonds shall be submitted by every member depending on its participation rate, which will add up to the above required amount. The Participation Bond shall be forfeited in favour of ThPA SA if the selected Contractor refuses, explicitly or silently, to sign the corresponding minutes or the relevant contract, within the specified deadline. Instead of a letter of guarantee, it is possible to deposit the equivalent amount to ThPA SA's bank account in Piraeus Bank, before submitting the tender envelope which shall also include (in the sub envelope of "participation documents") the deposit slip.
- The documents specified above, in Article 3 - Proof of Fulfilment of the Participation Criteria
- A Copy of Annex E (Information document on the processing of personal data, withing the meaning of Article 13, GDPR 679/2016) signed by the legal representatives of the participating economic operator.

### **9. 2. Technical Tender**

The Technical Tender of the economic operators shall meet all the requirements set out by ThPA SA in Part B hereof and describe in detail how said requirements and specifications are met.

## **ARTICLE 10 – Contents of the Sub-envelope "Financial Tender"**

The (sub)envelope "Financial bid" includes the following documents:

**I) Financial bid**, which concerns the implementation of all the services of this Call.

The Financial Bid shall state its validity period, according to article 8 of this Call and shall be signed by the lawfully authorized representative of the participating company.

The following bids shall be rejected as unacceptable:

- a) when it does not have a price in EURO or when a EURO to foreign currency relationship is set,

b) the offered price is not clear

#### **ARTICLE 11 - Language**

The official language of this procedure is Greek and the tenders and all information included therein shall be in Greek or be accompanied by a translation into Greek. Technical brochures or certificates with special or not content shall be submitted in English without an accompanying translation. ThPA SA may, at any time, request from participants to submit translations of the above brochures into Greek, within reasonable time.

#### **ARTICLE 12 - Bid Evaluation**

The opening of the bids will be made without the presence of the participants.

During the evaluation, ThPA SA may address requests for clarification to the participating economic operators, who shall provide such clarifications within the specified deadlines, as the case may be.

The participants will be informed about the result of the evaluation following the issue of a relevant decision by ThPA SA competent body.

#### **ARTICLE 13 – Contract – Amendments – Unilateral Termination**

After the announcement of the tender result, a contract is signed between ThPA SA and the selected company. For the signing of the contract, the Contractor shall submit a Performance Bond.

The contract can only be amended during its term of validity, only after a mutual written agreement between the two parties, without the need for a new contract conclusion procedure .

#### **ARTICLE 14 – Contract Execution Terms**

During the Contract performance, the Contractor fulfils his obligations in the areas of environmental, social security and labour law, established by the EU & national legislation, the collective bargaining agreements or any international provisions of environmental, social security and labour law.

#### **ARTICLE 15 - Performance Guarantee**

To sign the contract, the Contractor must submit a Performance Guarantee amounting to five thousand euros (5.000,00€).

The performance guarantee shall be forfeited in the case where the terms of the contract are violated, as specifically defined.

The performance guarantee shall cover entirely and without exceptions the implementation of all the terms of the contract and any claim of ThPA SA toward the Contractor.

#### **ARTICLE 16 - Contract performance monitoring**

The responsibility for monitoring the contract and supervising the services provided by the business units lies with the following business units:

- **Conventional Cargo Planning & Monitoring Department** Supervises the smooth and uninterrupted execution of the operational operation when loading the loads using screw conveyors. This Department is responsible for the immediate adoption of measures on the process of loading ships in order to ensure the best possible operation of the entire port. The specific Department of the Conventional Cargo Division has the jurisdiction to manage and intervene in the operation of the loading with screw conveyors, in order to ensure the smooth and safe progress of the work.
- **Conventional Cargo Documentation Department** This Department is responsible for invoicing the financial object as described in paragraph 1.2. to the contractor.

#### **ARTICLE 17 Revocation of a Contractor**

The Contractor, subject to events of Force Majeure, shall be declared in forfeit of the Contract and any right stemming from it if he fails to fulfil its contractual obligations or to comply with the written instructions of ThPA S.A., which are in line with the contract or the applicable provisions, or if it intentionally exceeds the deadline for the performance of the contract, taking into account any extensions.

#### **ARTICLE 18 - Dispute Resolution - Applicable Law**

This procurement is governed by the Greek and EU Legislation and any dispute that may arise between ThPA S.A. and the Contractor, regarding the execution, implementation of or, in general, the relationships created with this contract and until the guarantee period of the contractual scope expires, shall be settled by the competent courts in Thessaloniki.

### **PART B: TECHNICAL SPECIFICATIONS**

#### **ARTICLE 1 - Scope**

The scope of the tender is the concession of the use and maintenance of ten (10) screw conveyors and two (2) forklifts of ThPA SA, for loading bulk cereals on ships.

The estimated start date of use and maintenance of ten (10) screw conveyors and two (2) forklifts of ThPA SA is 1.8.2021

#### **ARTICLE 2 - CONTRACTOR'S OBLIGATIONS/ DESCRIPTION OF WORKS**

- The contractor will ensure the unhindered loading/unloading, the planning and coordination of which is made by the competent ThPA SA business unit.
- The Contractor shall perform all necessary maintenance of the equipment in order to ensure the smooth and uninterrupted flow of loading-unloading operations.
- The Contractor shall comply with the health provisions, environmental provisions and the labor legislation provisions for its employees.
- The Contractors bears the full civil and criminal liability for the health and safety of the employees who will be employed on behalf of the contracting party in this project, the employees and facilities of ThPA SA the third parties and those trading with ThPA SA.
- The employees that will be employed by the Contractor will be suitable for this specific task and legally residing in our country; the works will be supervised by a duly authorized and properly trained person and the above employees will constantly wear the prescribed Personal Protective Equipment.
- The contracting party bears the sole responsibility against any accident caused to any third party, due to the work that will be performed in the Port and will comply with all the applicable legal provisions and the rules of craftsmanship on health and safety for all employees, whether involved or not in the works.
- ThPA SA reserves the exclusive and unlimited right of controlling the conceded machinery (screw conveyors & forklifts) in order to verify their compliance with the contractual terms and the application of any kind of port, police and other laws or regulations, which shall be observed on the sole responsibility of the contractor.
- The Contractor bears exclusive, unlimited and several liability towards ThPA SA and the competent State authorities for compliance with all operation and safety rules and specifications. Total or partial sub-lease of the conceded machinery to a third party and its use for a purpose other than that provided for in the contract, Tender of Bid of the contractor is prohibited. The use of conceded machinery will be compliant to the articles of the "Regulation and the Tariffs for services rendered of ThPA SA".
- The time schedule for loading cereals using screw conveyors will follow the operating schedule of the Conventional Cargo Division, as defined in the posted Tariff of the Conventional Cargo Division. Specifically:
  - Monday to Friday: 07:00 – 23:00
  - Saturday 07:00 – 15:00

At the request of the customer in the competent department of the Conventional Cargo Division, they will also be carried out:

- Saturday 15:00 – 23:00
- Sunday 07:00 – 23:00

- The contractor should make all the necessary modifications to the loading equipment (screw conveyors), as instructed by the Conventional Cargo Division, in order to optimize the environmental footprint (particulate emissions) when loading cereals on ships. Indicatively, the contractor should place in all the screw conveyors special protective tarpaulins at the end of the screw conveyors, in order to minimize dust emissions when loading cereals.
- The Contractor shall carry out restoration and maintenance works of the ten (10) screw conveyors within two months from the entry into force of the contract in order to optimize the operation of the screw conveyors and the environmental footprint of the works (indicatively the sandblasting works and paint works are described).

### **ARTICLE 3- SPECIAL TERMS**

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According to Part B ' , Article II, paragraph 1 of the Tariff of the Conventional Terminal, for the loading of cereals, at the working stage from the quay to a ship, 3.30 €/ton are prepaid by ThPA SA.

The technical bid will contain the price charged for the services by the participant, in addition to the aforementioned price of 3.30 €/ton, with a maximum permitted price on exclusion penalty, the amount of one (1) euro/ton. Note that the above charge is a term of the technical bid and will not be taken into account in the award.

The contractor will collect this amount from the loader upon issuance of the relevant documents on the name of the loader or other party liable for payment.

Note that the fee per ton will always be subject to approval by ThPA SA and the maximum price is set at one (1) euro per ton.

### **ARTICLE 4 - Contractor's liability**

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The Contractor bears the full and sole criminal, civil and administrative responsibility against any damage, loss, death or injury incurred by its personnel, the ThPA SA personnel or any third party because of the actions of the Contractor or its personnel.

The Contractor is exclusively responsible, as the technical director, for any loss or damage caused by an occupational or not accident to the personnel it employs to perform this contract.

The contractor will be responsible for complying with the provisions of the labour and social security legislation, the legislation on health & safety of the employees and the prevention of occupational hazards, the environmental legislation and the ThPA SA Regulations.

**The Managing Director - Chief Executive Officer of THPA S.A.**

**FRANCO NICOLA CUPOLO**

#### **Annexes:**

A - Financial bid template

B - Information document on the processing of personal data, within the meaning of Article 13, GDPR 679/2016

## ANNEX I

### FINANCIAL BID TEMPLATE

By Tenderer .....

COMPANY NAME: .....

REGISTERED OFFICES - POSTAL CODE .....

- ADDRESS: .....

TIN: .....

TELEPHONE: .....

EMAIL: .....

TAX

OFFICE: .....

FAX: .....

To: THESSALONIKI PORT AUTHORITY SA (ThPA SA) After I became aware of the terms of the tender FOR THE CONCESSION OF USE AND MAINTENANCE OF (10) SCREW CONVEYORS & (2) FORKLIFTS OF ThPA SA I offer the amount of ..... € / screw conveyor and the amount of ..... €/forklift and the total amount of ..... €, which will be paid as a consideration to ThPA SA for the concession of ten (10) screw conveyors and two (2) forklifts for a period of one (1) year. VAT is not included in the price of the Financial Bid. I state that I accept in full and unconditionally all the terms of the Call.

The Financial Bid is valid for..... days from the tender date.

Place & Date)...../...../ 2021

THE TENDERER

*(Full Name, Signature & Seal)*

## ANNEX B

**UPDATE ON THE PROCESSING OF PERSONAL DATA, pursuant to Article 13 of the GDPR 679/2016 (accompanies the Application Forms in Tenders procedures - Calls- Offers etc. of the Procurement and Investment Division of "ThPA SA").**

The Societe 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 keeps** a record of 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 fulfillment 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 concerning 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](mailto: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 for 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 ([j](mailto:info@hellenicdataprotection.gr)).

Thessaloniki, \_\_\_ / \_\_\_ /20\_\_\_

7th Edition/2020

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