

**INVESTMENT GENERAL DIVISION
PROCUREMENT DEPARTMENT**

**OPEN CALL FOR TENDER (TED 061/2021)
FOR THE SUPPLY OF WIRE ROPES AND OTHER LOAD LIFTING DEVICES**

TENDER SUMMARY

OPEN TENDER	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main activity: Port services Address: Inside the Port of Thessaloniki PC 54625, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email address: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the submission of bids	10/03/2021
Deadline for the submission of clarification requests	05/03/2021
Award criterion	Most economically advantageous offer, based on cost alone (<u>Lowest Price</u>)
Contact persons for information / clarifications	About the tender procedure Name: Theologou Paraskevi E-mail: ptheologou@thpa.gr Tel: +23105933363 about technical issues Name: Sachinidou Anastasia E-mail: asachinidou@thpa.gr Tel: +302310593354

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1- Object of the Tender - Award Criterion

1.1. Object of the Tender

The Object of the tender is the procurement of the items listed on the following tables.

1. Wire ropes

S/N	SPECIFICATIONS	Wire length on drums	Quantity (m) / drums
1	Wire Rope: Ø22mm, 6x36 WS-FC, RHOL – sZ, EN 12385-04	95	190/2
2	Wire Rope: Ø22 mm, 6x36 WS-FC, LHOL - zS, EN 12385-04	95	190/2
3	Wire Rope: Ø22 mm, 6x36 WS-FC, LHOL - sZ, EN 12385-04	250	750/3
4	Wire Rope: Ø28 mm, 6x36 WS-FC, RHOL - sZ, EN 12385-04	115	460/4
5	Wire Rope: Ø28 mm, 6x36 WS-FC, LHOL - zS, EN 12385-04	115	230/2
6	Wire Rope: Ø28 mm, 6x36 WS-FC, RHOL - sZ, EN 12385-04	120	120/1
7	Wire Rope: Ø32 mm, 6x36 WS-FC, RHOL - sZ, EN 12385-04	103	310/3
8	Wire Rope: Ø32 mm, 6x36 WS-FC, LHOL - zS, EN 12385-04	103	310/3
9	Wire Rope: Ø32 mm, 6x36 WS-FC, RHOL - sZ, EN 12385-04	250	1000/4
10	Wire Rope: Ø36 mm, 6x36 WS-IWRC, RHOL - sZ, EN 12385-04	128	768/6
11	Wire Rope: Ø36 mm, 6x36 WS-IWRC, LHOL - zS, EN 12385-04	128	896/7
12	Wire Rope: Ø40 mm, 8xK36 WS - EPIWRC, RHOL - sZ, EN 12385-04	247,5	247,5/1
13	Wire Rope: Ø40 mm, 8xK36 WS - EPIWRC, LHOL - zS, EN 12385-04	247,5	247,5/1
14	Wire Rope: Ø32 mm, 6x36 WS-IWRC, LHOL - zS, EN 12385-04	103	309/3
15	Wire Rope: Ø32 mm, 6x36 WS-IWRC, LHOL - zS, EN 12385-04	107	321/3
16	Wire Rope: Ø32 mm, 8xK26 WS - EPIWRC, LHOL - zS, EN 12385-04	120	360/3
17	Wire Rope: Ø22 mm, 6xK36 WS - IWRC, RHOL - sZ, EN 12385-4	41,4	41,4/ 1
18	Wire Rope: Ø24 mm, 8xK26 WS - EPIWRC, RHOL - sZ, EN 12385-04	31,10	155,5/5
19	Wire Rope: Ø24 mm, 8xK26 WS - EPIWRC, LHOL - zS, EN 12385-04	31,10	155,5/5
20	Wire Rope: Ø24 mm, 8xK26 WS - EPIWRC, RHOL - sZ, EN 12385-04	36,55	182,75/5
21	Wire Rope: Ø24 mm, 8xK26 WS - EPIWRC, LHOL - zS, EN 12385-04	36,55	182,75/5
22	Wire Rope: Ø28 mm, 6xK36 WS - IWRC, RHOL - sZ, EN 12385-04	250	250/1
23	Wire Rope: Ø28 mm, 6xK36 WS - IWRC, LHOL - zS, EN 12385-04	250	250/1
24	Wire Rope: Ø24 mm, 6x36 WS-IWRC, RHOL - sZ, EN 12385-04	50	50/1
25	Wire Rope: Ø24 mm, 6x36 WS-IWRC, LHOL - zS, EN 12385-04	50	50/1

2. Wire rope sling

S/N	SPECIFICATIONS	USE	Length	Quantity items
1	Wire Rope Slings Ø:32mm, 6x36, DIN 13414 Both ends hand sliced	Hoisting slings	6m	40

3. Webbing

S/N	SPECIFICATIONS	USE	Length	Quantity items
1	Flat Webbing SLINGS : WLL:2TN BS EN 1492-1 Both ends Eyes	Hoisting Webbing slings	5m	50
2	Flat Webbing SLINGS : WLL:2TN BS EN 1492-1 Both ends Eyes	Hoisting Webbing slings	8m	50

All procured items shall comply with the requirements of the attached Technical Specifications (Annex 2 and 3), bear the CE marking and shall be delivered accompanied by the appropriate certificates. All the procured items will be new and of excellent quality and construction and will provide the required lifting capacity.

In particular, the wire ropes shall guarantee – for each type – maximum achievable flexibility and shall be braided in a closed and solid way in such a way as the outer wires remain solidly supported to the inner layer of the wires.

It is specified that Bidders may submit a bid for all or some of the above requested items. Also, for each type of wire rope and wire rope sling, they may submit more than one proposals provided that the technical specifications herein are met.

1.2. Award Criterion

This procurement will be awarded to one or more suppliers, per item. The award criterion is the lowest price per item, provided that all the terms herein are met.

ARTICLE 2 - Participation right

2. Eligible participants

2.1. Eligible to participate in the tender are the natural or legal persons engaged in a commercial, industrial or craft activity related to the object of the procurement. Economic operators established in Greece must be registered in the Chamber of SMEs or the Chamber of Commerce and Industry.

2.2. The participants shall:

- 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 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, in the sense of article 1 of the convention for protecting the EU's financial interests
 - 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 (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);

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*, along with their bid, they shall submit the following participation documents:

- A certificate of inscription in the relevant 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 that the economic operator and his legal representatives do not fall under any of the exclusion cases set out in par. 2.2 and that there is no reason to believe that there will be such impediments during the tender validity period or any of its extensions.

To prove their lawful incorporation and representation, the economic operators submit the corresponding legal establishment and lawful representation documents such as statutes, general certificate from GEMI, BoD formal establishment, other documents published in GEMI, etc.) depending on the legal form of the tenderer). The above documents must establish 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 that have been granted the power of representation, and their term of office

ARTICLE 4 - Bid submission modalities & time

Interested parties can submit their bids by email by 10/03/2021, at the latest, at the Procurement Department of ThPA SA at the email address ptheologou@thpa.gr, with a copy to gpapageorgiou@thpa.gr.

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

ThPA SA reserves the right to extend the bid submission date or cancel the award procedure or decide to repeat it at any stage without any liability, cost or penalty, following a decision by its competent body. ThPA SA also reserves the right to amend the terms of the procedure in a transparent manner.

ARTICLE 3 – Provision of Clarifications on the Call

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to asachnidou@thpa.gr also forwarding the request to gpapageorgiou@thpa.gr and ptheologou@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 shall be posted on the THPA SA website www.thpa.gr.

ARTICLE 7 – Bid content

The content of the bid is as follows:

7. 1. Participation Documents

In order to participate in the tender, the economic operators must submit the following participation documents:

- A solemn statement whereby Candidates declare that they have been apprised on the special terms and requirements of the Tender Object and unreservedly acknowledge the terms of the Call.
- The documents under Article 3 - Proof of Fulfilment of the Participation Criteria.
- Information document on the processing of personal data, within the meaning of Article 13, GDPR 679/2016, signed by the Candidate.

7.2. Technical Bid

The Technical Bid is drafted based on the attached template (Annex 4). The procured items must be compliant with the requirements of the attached technical bid (Annex 2 and 3).

The technical bid is accompanied by documents indicating the main characteristics of the procured items (country of origin, type etc.) manufacturer's certificates, certificates of origin, ISO 9001: 2015 quality management certificate or other equivalent of the manufacturing plant and other official certificates like the ones detailed in Annexes 2 and 3.

7.3 – Financial Bid

The Financial Bid is prepared according to the attached template (Annex 5) based on the award criterion referenced herein (lowest price) and must:

A) set the price per rotor, per meter and the total offered time per item in euro

- B) indicate the delivery time of the wire ropes, in accordance with Article 13.2 hereof
- c) Indicate the bid validity period, in accordance with Article 8 of this Call.
- d) Be signed by the lawfully authorised representative of the participating economic operator.

ARTICLE 8 – Time of bid validity

The submitted bids are valid and binding for participants for a period of **ninety (90) days** from expiry of the deadline for submitting bids. Offers with a shorter validity period will be rejected **as unacceptable**. 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 9- Counteroffers

Counteroffers or amended offers 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 10 - Language

The official language of the procedure is Greek and English. All details of the bids shall be either in Greek or English (if they are drafted in the language of their country of origin) and accompanied by an official translation into one of the above languages. Where there is a discrepancy, the prevailing wording is always the Greek, otherwise the English one.

ARTICLE 11 - Bid Evaluation

During the evaluation, ThPA SA may address requests to the participating economic operators to provide clarifications and the economic operators must provide the clarifications within the specified deadlines, as the case may be. Once the evaluation has been completed, the participants shall be informed about whether their bid has been accepted or rejected and the result of the tender.

ARTICLE 12 – Contract

After the announcement of the result of the tender, procurement contracts are signed between ThPA SA and the selected economic operators. The contract may be amended during their term, only following the mutual agreement of the parties.

ARTICLE 13 – Special Terms of the Procurement

13.1 Performance guarantee

To sign the contract, the Contractor must submit a Performance Guarantee, the amount of which is defined as five per cent (5%) on the contract value, not including VAT, delivered before or upon contract signing. The Guarantee is issued by Greek credit institutions and covers entirely and without exceptions the implementation of all the contract terms and any claim of ThPA SA against the Contractor. The performance Guarantee is forfeited in case of failure to comply with the contract terms, as specified therein.

13.2. Delivery

The procured items shall be delivered to the THPA SA central warehouse by the supplier at own expense using own equipment. The CONTRACTOR bears the risk of accidental damage or deterioration of the items, until they are delivered to the ThPA SA headquarters and their acceptance by the latter.

In particular, all procured items shall be free from defects, loose or broken parts of wires or other defects. Wire ropes and wire rope slings will be delivered with tapered ends, as detailed on the Tables of Annex 2 and 3 of the Call.

In the case when the items delivered are different from the prescribed type, the CONTRACTOR shall replace them at his own expense. In such cases, the corresponding invoices shall remain pending until the problem is fully resolved. In case that the delivery of wrong items is repeated a reasonable number of times, ThPA SA, holds the right to terminate the Contract.

13.3 Time of delivery

ThPA SA may choose to receive the procured items gradually, within one year (1), depending on its needs.

The CONTRACTOR shall deliver the requested items within eleven (11) weeks from the submission of the written order.

Exceptionally, the following items and quantities must be delivered within four (4) five weeks from the signing of the respective contract. The same numbering as the table of Article 1 will be kept.

S/N	SPECIFICATIONS	Quantity
3	Wire Rope: Ø22 mm, 6x36 WS-FC, LHOL - sZ, EN 12385-04	1 drum
7	Wire Rope: Ø32 mm, 6x36 WS-FC, RHOL - sZ, EN 12385-04	1 drum
8	Wire Rope: Ø32 mm, 6x36 WS-FC, LHOL - zS, EN 12385-04	1 drums
9	Wire Rope: Ø32 mm, 6x36 WS-FC, RHOL - sZ, EN 12385-04	1 drums
10	Wire Rope: Ø36 mm, 6x36 WS-IWRC, RHOL - sZ, EN 12385-04	2 drums
11	Wire Rope: Ø36 mm, 6x36 WS-IWRC, LHOL - zS, EN 12385-04	2 drums
15	Wire Rope: Ø32 mm, 6x36 WS-IWRC, LHOL - zS, EN 12385-04	1 drum
1	Wire Rope SLINGS: Ø 32mm, 6x36, EN 13414 Both ends hand sliced Both ends hand sliced	10 items

In case of late delivery, a 1% penalty on the contractual price shall apply for each day of delay, up to a maximum of 5%.

13.3 Payment Method

Payment of the CONTRACTOR shall be effected within sixty (60) days from submission of an invoice to ThPA SA and the acknowledgment of receipt by the central warehouse manager.

The invoicing will be made at the end of each month and will include all the dispatch notes of the month.

13.4 – Price Adjustment

The offered prices shall be considered **fixed and final** and shall not be subject to any adjustments for any cause or reason, until the procurement is completed. For this reason, by participating in this Tender, interested parties explicitly, unreservedly and irrevocably waive all their rights with regard to any adjustment of the offered prices that might arise from other relevant provisions.

ANNEXES:

1. DECLARATION OF CONFIDENTIALITY
2. TECHNICAL SPECIFICATIONS
3. OTHER SPECIFICATIONS AND REQUIREMENTS
4. TEMPLATE OF TECHNICAL BID
5. TEMPLATE OF FINANCIAL BID

Annexes 2-5 were uploaded with attachment.

**THE MANAGING DIRECTOR-
CHIEF EXECUTIVE OFFICER OF THPA S.A.**

FRANCO NICOLA CUPOLO

ANNEX 1. Compliance with the principles of discretion and confidentiality and Update of Article 12-13-14 of GDPR.

Under the signed Contract, for the fulfillment of the obligations of the contracting parties, as set out in Regulation EU 679/2016 on the protection of personal data and the applicable provisions, the following are mutually agreed upon and accepted and form an integral part of the signed Contract:

A. DISCRETION AND DATA CONFIDENTIALITY:

1. - DATA CONFIDENTIALITY. None of the Contracting Parties shall have rights over the information or data that may be disclosed or notified by the other Party upon the signing or during the Contract term, directly or indirectly, in the framework of carrying out the object of the Contract or in relation to the Contract, including but not limited to data or information on the customer base or covered by professional or other type of privacy or material that is sensitive from a competition perspective or other confidential and any type of information. Upon termination, for any reason, or expiry of the Contract, each Party shall deliver to the other Party all the confidential information in its possession concerning the other Party, even if it was concocted by itself.

2.- OBLIGATION OF DISCRETION AND CONFIDENTIALITY Each Party:

- commits to maintain the secrecy and confidentiality of confidential information, to not disclose it, whether by act or by omission, or cause to be disclosed to any third party any confidential knowledge,
- commits to take all necessary and reasonable measures to ensure that the confidentiality of confidential information will not be at risk when shared orally or in writing to third parties,
- commits to use the confidential information solely for the purpose assigned to it,
- knows and acknowledges that any confidential information that starts to become public in any way, with or without an act or omission on its part, will continue to be confidential and it commits not to disclose it.
- commits to perform its duties under this Contract, in compliance with the "Personal Data Protection Policy of ThPA SA", as published and regularly updated on the website <https://www.thpa.gr>.
- undertakes to ensure that its employees, executives, agents and assistants are aware of the confidential or private, as the case may be, nature of the other Party's confidential information, and strictly comply with the obligations of this Contract, undertaking the responsibility for any violation on the part of these persons.
- commits not to alter or remove any logos or trademarks or intellectual and/or industrial property or ownership marks, indicating the owner of the confidential information ("ThPA SA").
- shall immediately notify "ThPA SA" in writing regarding any incidents that come to its knowledge and involve the possession, use or knowledge of confidential information by any persons except from those entitled to according to this Annex.
- is not allowed to keep a personal file or transfer files, tools etc. outside the "ThPA SA" facilities, except for the cases falling within the scope of its competence under its main contract with "ThPA SA".

3.- WRITTEN WAIVER OF CONFIDENTIALITY Any waiver of confidentiality of the confidential information, as defined above, invoked by the other party, shall be evidenced in writing, excluding any other means of proof. The abovementioned confidentiality obligation and prohibition of disclosure does not apply to information or data identical or similar to confidential information which: (a) was already in the legal possession of the Party before it receives it from the other Party and this can be proven in writing, (b) it is subsequently provided to the Party by third parties (*for the purposes of this Annex, the associated companies are not considered as third parties*) without a confidentiality obligation vis-a-vis the third parties arising, (c) it is disclosed based on a legislative or regulatory provision or a court order binding for the contracting party that disclosed it, provided that in all above cases the contracting party that discloses the information, to the extent permitted by Law, uses its best endeavours to notify the other Party prior to the disclosure.

4.- INDEMNITY: Each Party to "ThPA SA" acknowledges that the unauthorized disclosure of information or its use by itself or its agents will cause harm to "ThPA SA", for which "ThPA SA" will be entitled to compensation. The other Party is hereby informed, acknowledges, agrees and commits to compensate and repair any damage that "ThPA SA" suffers (*cost, expenses, other consequences, actual loss, loss of profit*) in case that it fails to fulfill the obligations hereby undertaken.

5. SUSPENSION - TERMINATION OF COOPERATION: The obligations arising from this Annex to the Contract are independent and remain in force even after the expiry of the Contract they accompany and the dissolution, in any way, of the cooperation between the contracting parties. The counter-party of "ThPA SA

acknowledges that the obligations and commitments it hereby undertakes shall remain in effect even in case that the main contract expires, is replaced, is invalid or is declared invalid for any reason.

B. UPDATE:

1. - Personal Data: "ThPA SA" (with the specific details referred to in the Contract) declares to all its Parties in the contract accompanying the present Annex that, within the framework of their business relation, it processes information concerning it and the natural persons representing it (legal representative, board of directors, administrator(s) etc.) i.e. personal data.

2.- Goals/Legal basis for processing These data are processed by "ThPA SA" only to the extent necessary for: (a) the purposes of fulfilling this contractual relationship (6 par.1b' GDPR), (b) its compliance with its obligations based on the tax and the overall applicable legislation, (c) the pursuit of "ThPA SA's" legitimate interests SA" (6 par.1f' GDPR), (d) the communication with it (e) the safeguarding of its rights and the establishment, exercise, defence and execution of its legal claims.

3.- Data provision: "ThPA SA" processes the data provided by each Party to this Contract in the course of their cooperation. The provision of such data is necessary for the performance of this Contract. Any refusal or omission on the part of any Party to share such data will make it impossible for "ThPA SA" to perform the Contract.

4.- Recipients of data: In some cases, "ThPA SA", discloses the data to third parties, and disclosure takes place only when it is necessary for the performance of this Contract or when it is necessary for its compliance with its legal obligations or if it's necessary for safeguarding its rights, for the establishment, exercise or defence and execution of its legal claims. More information is uploaded on the website of "ThPA SA": www.thpa.gr. Every Party to this Contract declares that it accepts that its data may be sent to associated companies and partners of "ThPA SA" that carry out tasks related to the Contract. Every Party to this Contract is aware of and consents to authorized external partners of ThPA SA having access to its data and exchange these data with them, if such exchange is necessary for the proper performance of the Contract.

5.- Period of data processing: "ThPA SA" processes the data for no longer than is necessary to meet the purposes for which they were collected. After expiry or termination, in any way, of the Contract accompanied by this Annex, "ThPA SA" can continue to process the data in its possession for up to twenty (20) more years (maximum limitation period laid down in the Civil Code).

6.- Rights of "ThPA S.A.": Each Party to "ThPA SA" has the following rights: Right to lodge a request for 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. 20 par.3 GDPR). These rights are exercised either by filling in the relevant application form available at "ThPA SA" or by sending a letter to the following address: "ThPA SA", Within the Port, Pier 1, P.B. 10467, PC 54025, Thessaloniki, or by sending an email to the address: dpo@thpa.gr Information about the action held upon request, is provided pursuant to Articles 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, depending on the complexity and the number of requests (see more in detail: Article 12 par. 3-4 GDPR). In case of a complaint, the counter-party is authorized to contact the Hellenic Data Protection Authority either in writing (address: 1-3 Kifissias Str. P.C. 115 23, Athens) or by e-mail (www.dpa.gr).

GENERAL PROVISION OF ANNEX A:

(a) This Annex shall be applied as from the date of the signature of the Contract between the contracting parties and forms an integral part thereof; any breach of the terms under this Annex will result in the same legal consequences laid down in the Contract; the present Annex abolishes any previous written or oral agreement between the contracting parties on issues regulated herein.

(b) For any dispute that may arise in relation to this Annex, the competent courts for resolving the dispute are the courts of Thessaloniki and the applicable law will be the Greek one.

(c) Contact details of the Data Protection Officer (dpo) of "ThPA SA" as "Controller": Thomas Dimitriou and Stylianos Mavridis, email: dpo@thpa.gr.

(d) Contact details of the Data Protection Officer (dpo) of the party: _____@_____.

(e) This Annex is complementary to the Contract it accompanies and prevails over it only to the points that are not regulated herein, while, it does not limit any obligation arising from the Contract and cannot be understood to allow the processing in a way that is prohibited by the Contract.

(f) In case that any of the terms herewith is declared invalid or inapplicable, the rest of the terms shall remain in force creating rights and obligations.

THE CONTRACTING PARTIES

For "ThPA S.A.":

For the Contracting party

