

**PROCUREMENT & INVESTMENTS  
DEPARTMENT**

**TED 063/2021**  
**CALL FOR TENDERS**  
**FOR THE SUPPLY OF ONE (1) TELESCOPIC ELECTROMAGNET**

**SUMMARY OF THE CALL**

<b>OPEN CALL</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY SA</b> Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54012, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Website: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for the Submission of Bids</b>	<b>31.08.2021</b>
<b>Deadline for the Submission of Requests for clarifications</b>	<b>26.08.2021</b>
<b>Bid evaluation criterion</b>	Price and quality criteria
<b>Information/clarifications</b>	<b>For the tender procedure</b> Name: Papageorgiou Georgios E-mail: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> Telephone: +302310593305  Name: Theologou Paraskevi E-mail: <a href="mailto:ptheologou@thpa.gr">ptheologou@thpa.gr</a> Telephone: +302310593305  <b>For technical issues</b> Name: Anastasia Sachinidou E-mail: <a href="mailto:asachinidou@thpa.gr">asachinidou@thpa.gr</a> Telephone: +302310593354

## **GENERAL TERMS**

### **ARTICLE 1. Description of the Object of the Supply**

This call concerns the supply of one (1) autonomous telescopic electromagnet, with a minimum lifting capacity of 20,000 kg, suitable for the management of packages and individual steel sheets with complete electrical wiring equipment, electronic control, battery and oil generators. The offered equipment shall comply with the requirements set out in the Annex hereof (Annex 1 Technical Description) and be manufactured in accordance with national and European legislation.

The supply includes the transport and delivery of the equipment in the port of Thessaloniki, the assembly and installation of the telescopic magnet in a Reach Stacker machine, the test operation and the training of ThPA staff.

### **ARTICLE 2. Award Criterion**

The award criterion of the supply is the most advantageous bid, estimated on the basis the following criteria:

1. Price.
2. Technical features.
3. Time of delivery.
4. Period of validity of the performance guarantee.
5. Organization-Infrastructure for the provision of technical support (after sales Services)

### **ARTICLE 3. Right of Participation**

#### **3.1 Right of Participation**

**3.1.1.** Bid submission shall be open to legal persons and in the case of associations of economic operators their members who have a professional activity related to the object of this call.

**3.1.2.** 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 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(21) and in Article 3, paragraph 1 of Council Joint Action 98/742/JHA;
  - 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).

### **3.2 Minimum conditions for participation**

Participants shall have the following certificates issued by a recognized Institute or Organization based in a Member State of the European Union, or other evidence of equivalent quality assurance measures.

- EN ISO 9001/2015 series Certificate or other equivalent, related to this supply;
- EN ISO 14001/2015 series environmental management certificate or equivalent;
- EN ISO 45001:2018 series Certificate for health and safety in the workplace.

In case the bidder is a commercial company, it is enough that the above criteria is met by the manufacturer.

### **3.3 Qualitative Criteria- Professional Capacity**

Eligible bidders shall be economic operators who have sold at least fifty (50) telescopic magnets in the last five years, similar to those offered, in European Union countries. In case the participating economic operator is a trade company, it is sufficient that the above criterion is met by the manufacturing company.

### **ARTICLE 4. Bid Submission Way and Time**

Bids shall be submitted electronically, no later than 31.08.2021 by sending a compressed locked file folder to both email addresses [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr), and [asachinidou@thpa.gr](mailto:asachinidou@thpa.gr). The password shall be sent to the above e-mail addresses after the deadline for submission of bids, upon notice to the participants. Indicative instructions for creating a locked file have been posted along with this call on the website of ThPA SA.

### **ARTICLE 5. Provision of Clarifications on the Call**

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to both of the following email addresses: [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr) and [asahinidou@thpa.gr](mailto:asahinidou@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](http://www.thpa.gr).

### **ARTICLE 6. 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 7. Bid content**

The bid details are defined as follows:

1. Participation documents;
2. Technical Bid;
3. Economical Bid;
4. Spare parts price list.

#### **7.a Participation documents**

Participants shall submit the following supporting documents:

- 1) A certificate of registration in the relevant chamber (national economic operators) or a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators), legally translated and certified by a competent Authority.

- 2) A Formal Statement through which the participating company and its legal representatives declare that there are no grounds for exclusion, as set out in paragraph 3.1.2 and that there are no grounds for believing that such impediments will occur during the period of validity of the bid and any possible extensions thereof;
- 3) A Formal Statement through which the Candidate declares that he has taken note of the technical requirements of the Object of the Tender and that he unconditionally accepts the terms of the Call. In the case of disagreement, he shall explicitly indicate the points with which he disagrees.
- 4) For proof of legal constitution and representation, legal documents of constitution and legal representation shall be presented on a case-by-case basis (such as statutes, certificates of amendment, the corresponding GG, BoD formation). 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/legal representative of the management body.
- 5) The following certifications: ISO 9001, ISO 14001, ISO 45001:2018
- 6) A reference list indicating at least 50 similar telescopic magnets that have been supplied in the last five years in countries of the European Union. The above list will include the following information: brand name, brief description of magnet, date of sale, country in which it is sold, name and contact details of the buyers. The list will be accompanied if possible by a manufacturer's certificate..
- 7) Information document for the processing of personal data, according to Article 13 of the GDPR 679/2016, signed by the Candidate.

### **7.b Technical Bid**

The Technical Bid is drafted according to the attached template (Annex 1 spread sheet Technical Description) and bears the seal of the bidder and the signature of their legally authorized representative.

The column "Description - Requirements" of Annex 1 lists the technical specifications of the requested magnet and the bidders are invited to fill in the following columns the technical characteristics of the item they offer.

Additionally, participants are requested to submit the following documents:

- 1) General drawings, technical specifications documents and charts, documenting the compliance of the machines offered with the technical requirements.
- 2) Description of the Training Program.
- 3) Short presentation of representatives and partners in Greece, if any (concerns foreign economic operators)
- 4) Presentation of the infrastructure for the provision of technical support (aftersales service). The existence of a technical support department or a collaborating workshop in Greece will be positively evaluated.
- 5) Any other item that the tenderer deems necessary.

### **7.c Economical Bid**

The Economical Bid is drafted according to the attached template (Annex 2 Price Schedule) and bears the seal of the bidder and the signature of their legally authorized representative.

### **7.d Price list of suggested spare parts**

Participants are requested to submit an economical bid both for spare parts and consumables which, at the manufacturer's discretion, are expected to be required within a five-year period. The bid shall indicate the initial price of items, the maximum delivery time which shall not exceed seven (7) calendar days, the offered discount rate and the period during which the discount rate will remain constant. The buyer can purchase, at his sole discretion, as he deems necessary.

#### **ARTICLE 8. Bid time of validity**

Bids submitted shall be valid for one hundred and eighty (180) days from the day following the date of expiry of the deadline for the submission of bids.

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

#### **ARTICLE 9. Price Adjustments**

The offered prices are considered **fixed and final** and are not subject to adjustment for any reason and cause until the end of the procurement. For that reason, the participation of any interested party in the tender entails his explicit, unconditional and irrevocable resignation from any right to adjust the prices offered and possibly resulting from another relevant provision.

#### **ARTICLE 10: Language**

The official languages of the proceedings are 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. In case of inconsistency, the prevailing wording is always the Greek one.

#### **ARTICLE 11. Bid evaluation**

During the evaluation of bids, 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 12. Awarding Criterion**

The award criterion of the supply is the most advantageous bid based on the Description price and the following criteria.

Criterion	Criterion rating	Importance
Technical features	80-120	40%
Time of delivery	80-120	15%
Period of validity of the performance guarantee	80-120	15%
Organization-Infrastructure for the provision of technical support (after sales service)	80-120	30%

The rating of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a grade of 100, provided that the requirements of the Call are exactly met. In cases where the

requirements of the Call are not fully met or exceeded, the score is set to the lower and upper limit respectively.

The weighted score for each criterion will be derived from the product of the individual weighting coefficient on its score and the total bid score will be derived from the Description sum of the weighted scores of all the criteria.

The most advantageous bid is the one that presents the smallest ratio of the offered price to its score (i.e., where L is the smallest number) according to the formula below.

$$L = \frac{\text{Total Bid Price}}{\text{Total technical bid score}}$$

## **ARTICLE 13. Special terms for the performance of the supply**

### **13.1 Performance guarantee**

After the award of the procurement, the contractor is required to submit a Performance Guarantee, the amount of which is set at a rate of up to five percent (5%) of the value of the contract, excluding VAT and the contractor shall submit it before or at the signing of the contract.

The performance guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stated in the contract.

The performance bond concerning the contract covers in total and without exceptions the application of all terms of the contract and any claims of ThPA S.A. against the supplier.

### **13.2. Financing- Suggested Payment method**

The procurement is financed from the regular budget of ThPA SA

An amount of up to twenty five percent (25%) of the value of the entire object of the contract, excluding VAT, may be given as an advance payment upon signing the contract and, in return, with the issuance of an equivalent Letter of Guarantee for the receipt of advance payment.

Balance payment shall be payable within 30 days from the date of issue of the invoice, subject to the successful completion of tests and signing of the Final Acceptance Certificate.

After the signing of the Final Acceptance Certificate, the Advance Payment Guarantee is returned.

### **13.3. Delivery**

The telescopic magnet shall be delivered fully assembled and connected to the Reach Stacker on the premises of ThPA SA at the expense of the Seller.

If the seller wishes the final assembly of the telescopic magnet to be carried out at ThPA SA's premises, the following shall apply:

- ThPA SA will provide the seller for free with the outdoor space required for the assembly and commissioning of the telescopic magnet.
- The seller will be able to use the ThPA SA's machinery, if available, with payment of usage rights, valid at the time of allocation.
- The telescopic magnet will be assembled at the Port of Thessaloniki at the seller's care and expense. The buyer is not responsible for any damages or accidents that may occur to the contractor's staff or to any third parties, from and in the course of performing the works, until the full delivery of the tool-magnet and the dismantling and transfer of the construction site. For all of the above, the contractor bears all civil and criminal liability.

### **13.4. Time of delivery**

The total time for delivery will be determined by the bidders in their bid and it is desirable that it does not exceed eighteen (18) weeks from the date of signing the relevant contract. In the case of overdue delivery, a fine of 1% on the contractual value for each day of delay, with a maximum of 5%, shall be imposed.

### **13.5. Reception - Checks**

The telescopic magnet will be received after the completion of the issuance of the AA type certificate by an independent body and its ten (10) hours of uninterrupted test operation. The test program includes operation and load tests. The inspections will be carried out both at the factory of the manufacturer - supplier and at the premises of ThPA SA, explicitly proven to be done.

Then, upon receipt there shall be the following checks:

- General Inspection and control of compliance of the tool–magnet construction with the Contract.
- Check for the normal operation of the telescopic magnet with rated load.
- Check of limit switches and security systems.

### **13.6 Warranty**

#### **13.6.1 Warranty Period**

The minimum desirable time of guaranteed proper operation is twenty-four (24) months as from the date of Final Acceptance. During the period of the guarantee, the seller is responsible for restoring any damage or malfunction resulting from a defective construction or material. In particular, the seller shall respond within 48 hours either by providing remote support (if a remote management system is applicable) or by dispatching a specialized technical team on site. Should the seller fail to repair the damage or malfunction within a reasonable time, ThPA SA reserves the right to reparation by its own actions and by charging such costs to the seller. If the telescopic magnet is switched off for more than one week, the total warranty period is extended accordingly.

Off-time is defined as the time from damage report to the seller until delivery of the telescopic magnet by the seller in full operational condition. In the event of immobilization of the telescopic magnet due to failure of the main parts (electromagnets, generator etc.), the replaced parts will necessarily be accompanied by a guarantee of an equal time to the one referred to in the bid.

#### **13.6.2 Letter of guarantee**

Upon reception of the telescopic magnet, a Letter of Guarantee is submitted, the amount of which is set at a rate of up to five per cent (5%) of the value of the contract, excluding VAT, with a maturity of sixty (60) days after the end of the period of guarantee.

In the event of non-compliance of the seller with his contractual obligations, the Competent Body of ThPA SA shall recommend the total or partial forfeiture of the Letter of Guarantee.

### **13.7 Trainings – Operation monitoring**

Immediately after delivery of the telescopic magnet in full operation, the seller shall provide for at least two (2) days the necessary staff to monitor the operation of the telescopic magnet at the initial stage, repair any defects and train at least eight (2) of the buyer's technicians in machinery checks, adjustments, repairs and operations. The training of the technicians will cover all individual systems (mechanical, electrical) of the telescopic magnet and will take place both in the classroom and on the tool. The seller is also required to train for one (1) day at least five (5) operators in the operation and simple maintenance of the telescopic magnet.

The training course will be held in Greek. If interpreting is required, the cost will be borne by the seller.

Upon completion of the above stage (monitoring of tool operation - ThPA SA staff training), the seller will provide the buyer with a relevant training certificate.

#### **14. Others Obligations of the Contractor**

##### **14.1 Books**

The machine, when delivered, will be accompanied by the following books.

- Two (2) illustrated operating manuals written in Greek.
- Two complete sets of detailed drawings with all electrical and hydraulic circuits, one (1) in Greek and one (1) in English, for each series.
- Two (2) detailed maintenance manuals, one (1) in Greek and one (1) in English that should refer to:
  - Detailed maintenance schedule, including necessary procedures, spare parts and schedule.
  - Procedure for assembling and disassembling the main components.
  - Engine and generator maintenance manuals.
  - Spare parts books.
  - List of alarm codes and errors with the relevant process of resolving them.
  - Lubrication points.
  - Detailed spare parts list with references.

The above books shall be detailed and refer to all parts of the telescopic magnet individually. All of the above books will also be delivered in electronic form (CD ROM).

##### **14.2 Scheduled maintenance**

The supplier shall perform the first two periodic maintenances provided for by the manufacturer at his own care and expense (materials - lubricants - labor). The bidders shall mention in their bid both the operating hours for each maintenance, the works provided as well as the technical prospectus of the manufacturer with the above.

Periodic maintenance is not considered to be the first one in order to make the necessary adjustments after operation.

#### **ANNEXES:**

ANNEX 1: TECHNICAL BID

ANNEX 2: ECONOMICAL BID

ANNEX 3: INFORMATION ON THE PROCESSING OF  
PERSONAL DATA

**ANNEXES 1 AND 2 ARE PROVIDED AS AN ATTACHMENT.**

**THE MANAGING DIRECTOR – CHIEF  
EXECUTIVE OFFICER OF THPA SA**

**FRANCO NICOLA CUPOLO**

## ANNEX 3

**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 Art. 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 (A'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: 54625, Thessaloniki, tel: 2310 593118-121, or by sending an email to the address: {HYPERLINK ".\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\NIZXCBTB\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](http://www.dpa.gr)).

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

7th Edition/2020

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