

**INVESTMENTS & PROCUREMENT
 DIVISION**

TED 069/2021
REQUEST FOR QUOTATION
FOR THE SUPPLY OF TWO (2) ELECTRO-HYDRAULIC TWIN-LIFT SPREADERS
FOR THE STS CRANES OF ThPA S.A

SUMMARY OF THE CALL

OPEN CALL	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54012, Thessaloniki, Greece Tel.: +30 2310593121 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Bids	31.08.2021
Deadline for the Submission of Requests for clarifications	26.08.2021
Awarding Criterion	Price and quality criteria
Information/clarifications	<p>For the tender procedure Name: Papageorgiou Georgios E-mail: gpapageorgiou@thpa.gr Telephone: +302310593305</p> <p>Name: Theologou Paraskevi E-mail: ptheologou@thpa.gr Telephone: +302310593305</p> <p>For technical issues Name: Anastasia Sachinidou E-mail: asachinidou@thpa.gr Telephone: +302310593354</p>

GENERAL TERMS:

ARTICLE 1 - Description of the Object of the Supply

The object of this RFQ is the supply of two (2) electro-hydraulic telescopic spreaders (twin lift spreaders), their installation and commissioning on two (2) PANAMAX STS cranes at the port of Thessaloniki, Greece. Each spreader will be fully compatible with the electrical and electronic systems (power and automation) of the STS cranes and the Supplier will be responsible for placing the spreaders into normal operation. For this reason, the bidder must obtain all the required technical information in order to submit a complete technical proposal.

ARTICLE 2 - Award Criterion

The criterion for the award of the supply is the most advantageous bid based the following criteria:

1. Price
2. Technical features - compliance with technical specifications.
3. Time of delivery
4. Warranty.
5. Organization-Infrastructure for the provision of technical support (after sales service).

ARTICLE 3 - Right of Participation

3.1 Right of Participation

3.1.1. Participation in the tender shall be open to legal persons and in the case of associations of economic operators their members who have a primary professional activity related to the object of this call, i.e., construction and/or trade of loading/unloading spreaders.

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 S.As 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 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).

3.1.3. Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected Consortium or Association of Suppliers may be required to have a specific legal form insofar as the inclusion of such a legal form is necessary for the proper performance of the contract.

3.1.4. In the case of a bid by an association of economic operators, all its members are jointly and wholly liable to the buyer.

3.2 Selection Criteria – Technical/Professional Capacity

This procedure is open to economic operators who have supplied at least thirty (30) machines similar to those offered herein during the last five (5) years. In case the participating economic operator is a trade company, it is sufficient that the above criterion is fulfilled by the manufacturing company.

3.3 Quality Assurance Standards

Participants (seller and manufacturer) shall comply with the following standards:

- ISO 9001:2015 (or equivalent) Quality Management System
- EL0T 1801:2008 / OHSAS 18001:2007 or 45001: 2018 Occupational Health and Safety System

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, and 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 and 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.

ARTICLE 6 - Extension, amendment, addition, or cancellation of the tender

ThPA S.A 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. Financial Bid
4. Compliance Tables (Annex 1)

7.1 Participation documents

To prove that the participation criteria have been fulfilled, economic operators 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 an 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, this will be stated explicitly and clearly, with a clear and specific reference and indication of the type and size of the difference. The mere indication of a single characteristic is not an explicit / explicit indication of the deviation.

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. A reference list indicating at least 30 similar machines that have been supplied the last five. The above list will include the following information: brand name, brief description of spreaders, 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.
6. An ISO 9001:2015 (or equivalent) certificate of the manufacturer and supplier.
7. An ELOT 18001:2008/ OHSAS 18001:2007 or ISO 45001:2018 (or equivalent) certificate of the manufacturer and supplier.

The associations of economic operators submitting a joint bid shall submit the above documents 1-4 for each economic operator that participates in the association.

7.2 Technical Bid – Compliance Table – Technical specifications compliance

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 spreaders and the bidders are invited to fill in the following columns the technical characteristics of the items they offer.

Additionally, participants are requested to submit the following documents:

- General drawings, technical specifications documents and charts, documenting the compliance of the machines offered with the technical requirements.
- Description of the Training Program.
- Short presentation of representatives and partners in Greece, if any (concerns foreign economic operators)
- 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.
- Any other item that the tenderer deems necessary.

7.3 Economical Bid – Compliance Table – Price schedule

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

7.4 Consumables and 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 be drafted according to the attached templates (Annex 1 spread sheet Consumables and Spare Parts)

and it shall indicate the initial price of items, the time delivery which should not exceed the 7 calendar days, the discount rate offered and the period during which the discount rate will remain fixed. The buyer can be supplied, at his sole discretion, as he deems necessary.

ARTICLE 8 - Time of Bid Validity

Bids submitted shall be valid for one hundred 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 S.A, 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) accompanied by a translation into one of the above languages. In case of disagreement the prevailing wording is always the official translation of the tender.

ARTICLE 11 - Bid Evaluation

During the evaluation of bids, ThPA S.A 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 Criteria

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

Criterion	Criterion rating	Importance
Technical characteristics - compliance with technical specifications	80-120	45%
Delivery Time	80-120	10%
Organization - Infrastructure for the provision of technical support (after sales service)	80-120	25%
Warranty	80-120	20%

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 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 guarantee covers in total and without exceptions the fulfillment of all terms of the contract and any claims of ThPA S.A against the contractor.

13.2. Financing - Suggested Payment method

An amount of up to twenty five percent (25%) of the value of the entire object of the contract, excluding VAT, may be provided as an advance payment upon signing of the contract and against an Advance Payment Bond.

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 spreaders shall be delivered fully assembled to the buyer's premises at the seller's expense and risk.

If the seller wishes the final assembly of the spreaders to be carried out at the buyer's premises, the following shall apply:

The buyer shall make available, at no charge to the seller, space at the Terminal for equipment assembly and commissioning.

The seller will be able to use the buyer's machines, if available, upon payment of the usage fees, valid at the concession time.

The spreaders 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 machine and the dismantling and transfer of the construction site. For all of the above, the seller bears all civil and criminal liability.

13.4. Delivery Time

The delivery time will be proposed by the bidders in their bid, and it should not exceed three (3) months from the date of signing the relevant contract.

In the case of overdue delivery, a fine of 1% on the contractual value for each week of delay, with a maximum of 5%, shall be imposed.

13.5. Reception

Each machine will be received after the issuance of a Lifting Capacity Certificate (AA type) by an accredited certification body and twenty (20) hours uninterrupted test run.

An Acceptance Certificate will be issued after the certification of the equipment and the successful completion of the tests and the training course.

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 (pumps, electrical motors 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 Warranty Bond

Upon reception of the spreaders, 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 warranty period. The performance guarantee will be returned after the expiration of the warranty period.

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

13.7 Training - Operation monitoring

Immediately after the delivery of the spreaders, the contractor is shall provide for at least three (3) days experienced personnel who will monitor their operation at the initial stage and will intervene, when necessary, to repair any faults. During this period, the same staff will train the personnel of ThPA S.A in the operation, maintenance, and repair of all the individual systems (safety-electrical-electronic-hydraulic and mechanical). If the spreaders are equipped with a fault diagnostic system using a PLC, particular emphasis shall be given on training the personnel on this subject.

The training course will be held in Greek, and if an interpreter is needed such an expense will be borne by the contractor.

13.8 Inspections - Tests - Tools

Upon delivery of the spreaders the following inspections and tests will be carried out in the presence of the contractor:

- Inspection and compliance check of the spreader construction with the contract and the bid of the contractor.
- Normal operation tests.
- Measurement of the extension-retraction time from 20' to 40' size and vice versa.
- Measurement of the rotation time (90o) of the twistlocks and of the flippers (0-180o).
- Test of limit switches and safety systems.
- Static loading test with a load of 50 metric tons, uniformly distributed.
- Static loading test with a load of 45 metric tons, with $\pm 10\%$ eccentricity in the longitudinal and traverse axis.
- Static loading test with a load of 40 metric tons, suspended from the lugs of the spreader.
- The test loads will be provided by ThPA S.A.
- Before inspecting and testing of the spreaders, the contractor - with personnel and own means and being solely responsible - will proceed to their electrical connection to the crane to fully ensure the proper transmission of signals.
- The supplier is obliged to deliver for each spreader one set of all the special tools, which may be needed for their maintenance.

ARTICLE 14 – Modifications (Latching Brackets)

The Seller should weld in to both spreaders Latching Brackets as shown in ANNEX 3, to ensure compatibility with the Over Height Frame as shown in the ANNEX 2.

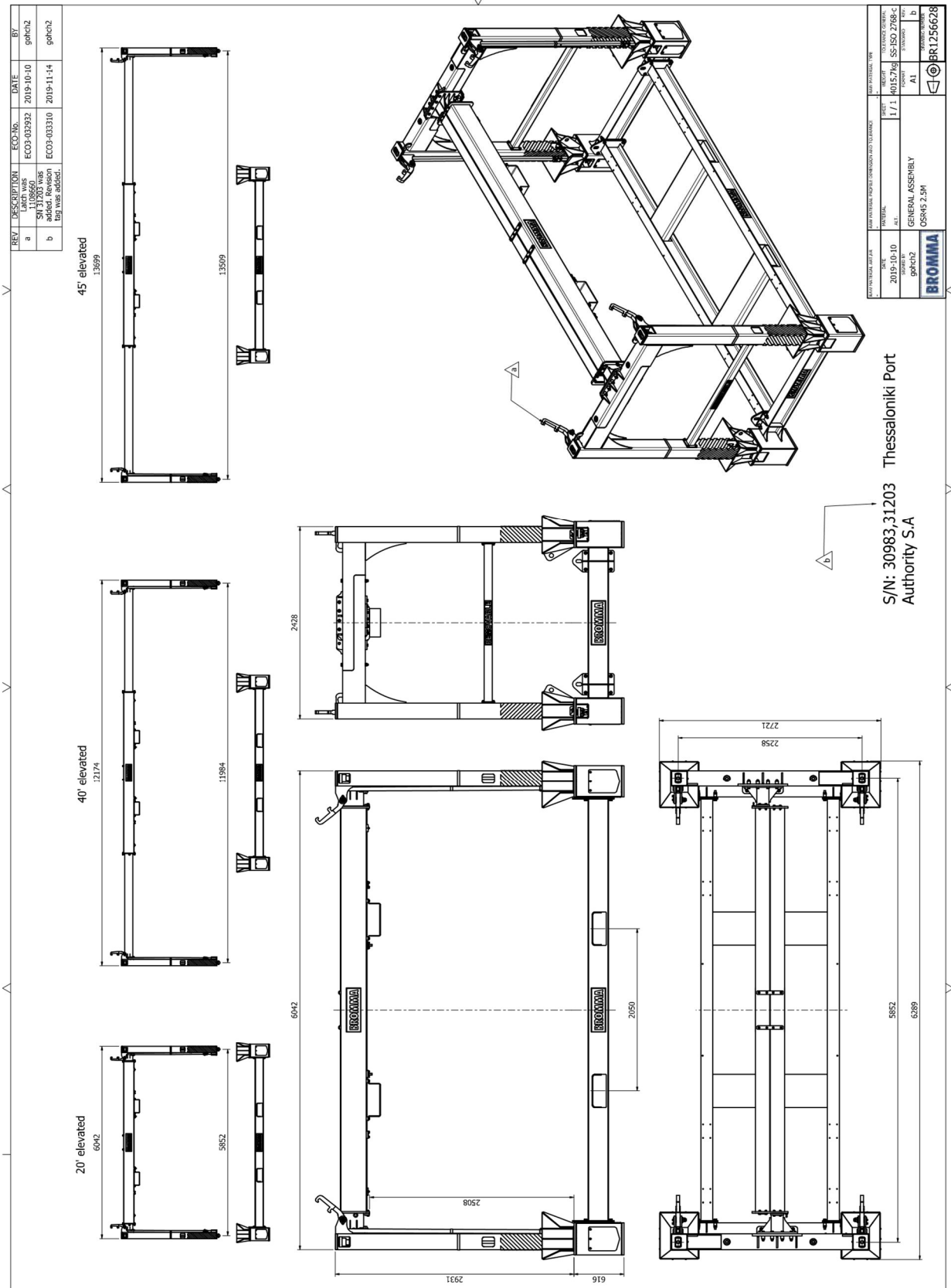
Annexes:

1. Compliance Tables
2. Over Height Frame Drawing
3. Latching Bracket Modification Drawing
4. Head Block Drawing
5. Spreader Cable Pinout
6. GDPR

Annex 1 has been submitted with
attached file

Franco Nicola Cupolo
Managing Director – Chief Executive Officer

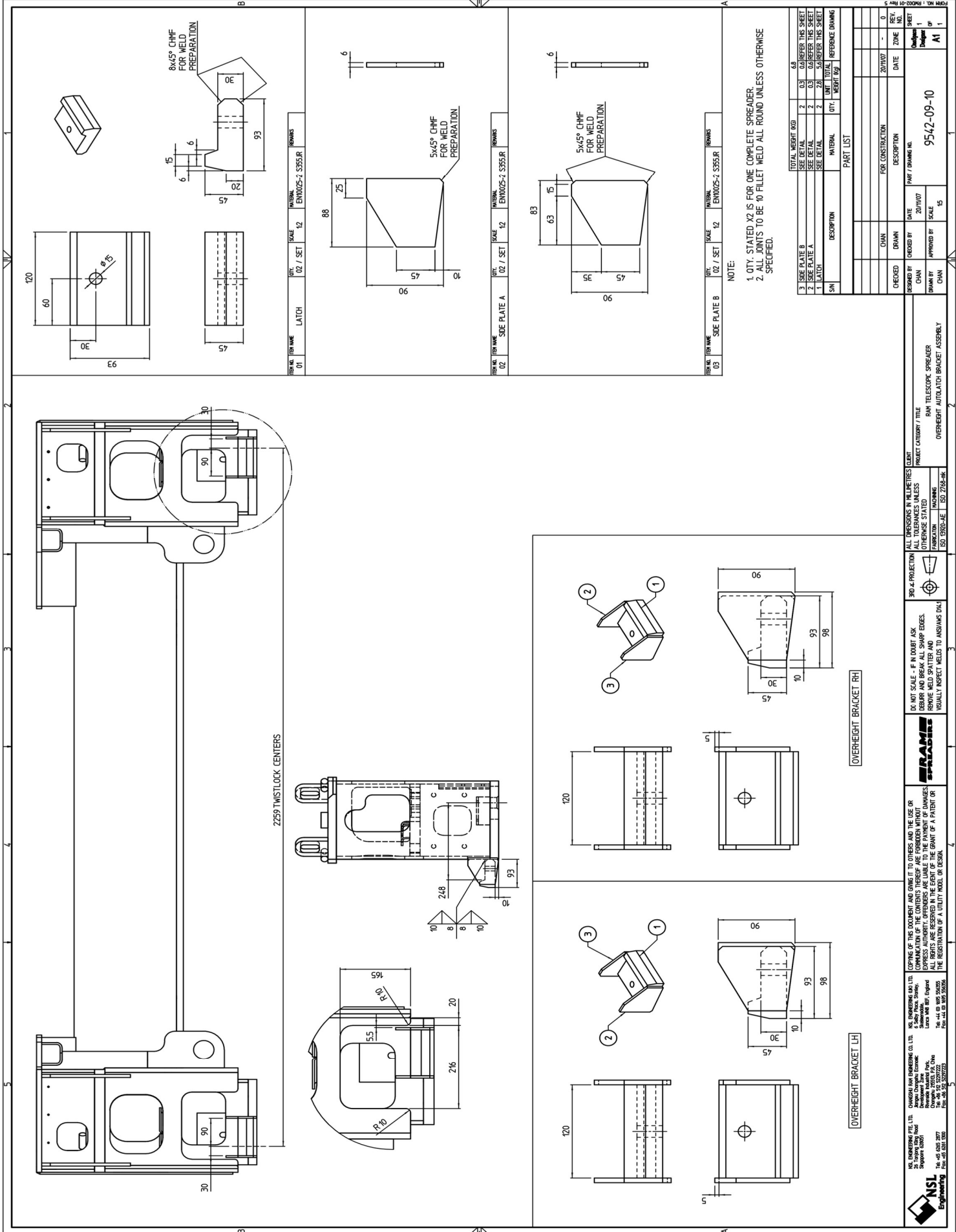
ANNEX 2 - Over Height Frame Drawing

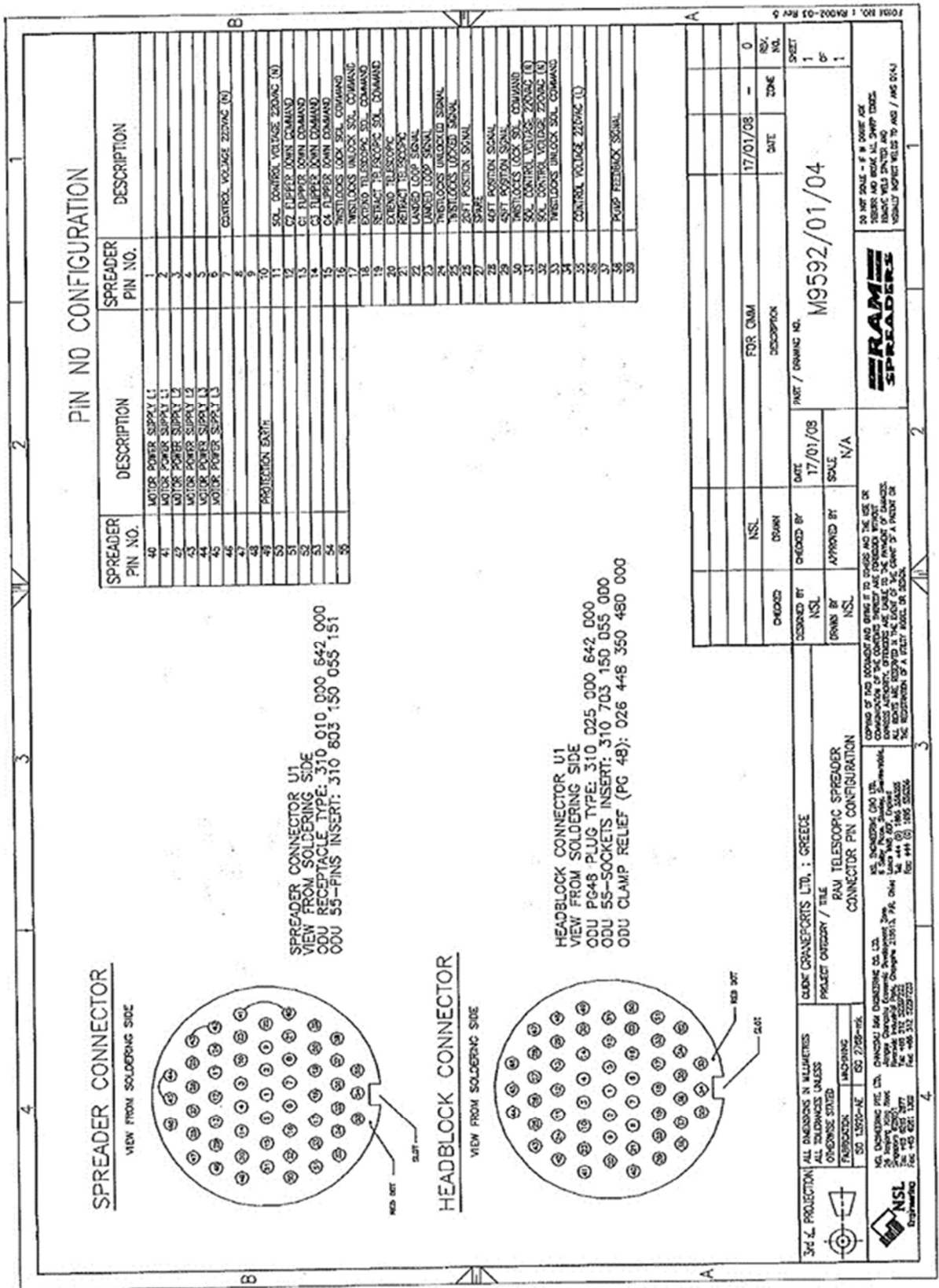


S/N: 30983,31203
Thessaloniki Port
Authority S.A

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ANNEX 3 - Latching Bracket Modification Drawing





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 ~~Article~~ 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\NIZXCOTB\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 ~~Κηφισίας~~ Str. P.C. 115 23, Athens) or by e-mail (www.dpa.gr).

Thessaloniki, ___/___/20__

7th Edition/2020

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