



**INVESTMENT GENERAL DIVISION
PROCUREMENT & INVESTMENT DIVISION**

CALL FOR TENDER
FOR THE ANNUAL MAINTENANCE & REPAIR OF FOUR ELEVATORS OF THPA SA

ThPA SA invites any interested companies to submit their bid for the maintenance & repair of four (4) elevators and especially three (3) toothed and one (1) friction, which are installed on the gantry cranes of ThPA SA, according to the following Terms.

PART A:

1. GENERAL TERMS

1.1 Object

The object of this contract is the performance of maintenance and repair works on four (4) elevators, installed on the container loading/unloading gantry cranes at ThPA SA Container Terminal, per fortnight.

1.2. Duration

For the provision of the maintenance and repair services, the Contractor will sign a one (1) year contract.

1.3. Right to extension

ThPA SA reserves the right, following agreement of the contractor, to extend the provision of services for one (1) more year.

4. Eligibility

Participants must be natural or legal persons, joint ventures or associations of suppliers engaged in the provision of relevant services. In case of Union or joint venture, the members will be jointly and severally liable to ThPA SA.

1.5. Minimum participation requirements

- Participants must perform a professional activity similar to the object herein,
- Have a 3-year experience in maintenance and repair services and certification according to EN ISO 9001:2015 quality standard,
- Have executed at least one (1) project similar to the project herein in the last three (3) years,
- Hold the necessary elevator maintenance licenses that they must submit upon submission of their bid.
- Have personnel specialized in maintenance operations.

1.6. Bid submission

Offers are submitted electronically, by the **18/09/2020**, at the latest, at the e-mail cathanasiou@thpa.gr, with a copy to the email address: gpapageorgiou@thpa.gr After the closing date, it shall no longer be possible to submit bids. Any bids submitted late shall not be considered.

1.7. Clarifications

Requests to provide clarifications are submitted at the email: cathanasiou@thpa.gr with a copy to: gpapageorgiou@thpa.gr and as regards the technical issues: asachinidou@thpa.gr SA no later than five (5) days prior to the bid submission deadline. The answers are uploaded on ThPA SA webpage.

1.8. Procedure cancellation-modification

ThPA SA reserves the right to cancel the procedure of assignment or may decide to repeat it at any stage. It also reserves the right to modify the terms of the procedure with transparency.

1.9. Bid evaluation criteria

The criterion for the award of the annual maintenance and repair is the total price (lowest price).

1.10. Bid content

The bid shall be signed by the tenderer, bear the company's stamp and include the following:

- i) The net price per elevator and, overall, as stated in Annex B - **Financial Bid**.
- ii) **The Technical Bid**, according to Annex A- Compliance Table - which forms an integral part of the bid.
- iii) The time of bid validity (which cannot be less than 60 days).

Also, the bid will be accompanied by:

- a) A copy of the quality insurance Certificate EN ISO 9001.
- b) Elevator maintenance license copy
- c) A table of the main projects performed by the bidder in the past three years and are relevant to the object herein, accompanied by elevator maintenance performance certificates. Furthermore, the table will describe the works, the budget, the execution time (start-end) and the client's contact details.
- d) Solemn declaration whereby the bidder states that:
 - ✓ He has been apprised of the special requirements and specificities of the project scope and accepts fully and unconditionally the terms of the relevant invitation to tender
 - ✓ Has formed his own view about the elevators (that he will have to maintain and repair), is fully aware of the local conditions and the specificities of the service provided and does not have any real impediment.
 - ✓ f) Solemn declaration of the legal representative of the bidder, in which:
 - i. it will be stated that the person signing the offer is the legal representative of the economic operator for which he is signing.
 - ii. the details of the competition will be listed
 - iii. it will be stated that up to the day of submission of the offer:
 - The bidder is tax and insured cleared regarding his obligations.
 - In the case of a natural person, the natural person and for legal entities, the legal representative of the legal entity, have not been convicted of an offense related to the exercise of their professional activity (embezzlement, fraud, extortion, forgery, perjury, bribery, fraudulent bankruptcy). In particular, for society anonyme companies, the relevant statement concerns the Chairman and Managing Director of the company, while for the other types of legal entities it concerns the administrators or their legal representative.
 - The bidder is not under bankruptcy, clearance, cessation of work, compulsory management, bankruptcy settlement or other similar procedure as well as no proceedings have been initiated against bankruptcy, clearance, compulsory management, bankruptcy settlement or other similar procedure. It is also not under surveillance and is not subject to any other legal operating restrictions.

- The bidder is not in one of the situations of par. 1 and 2 of article 73 of Law 4412/2016 (par. 1 and 2 of article 57 of Directive 2014/24 / EU).
 - The candidate contractor meets the relevant selection criteria set out in this Call.
- iv. It will be stated that the tenderer undertakes the obligation for the timely and proper submission of the certificates from which will emerge what was mentioned in the aforementioned Solemn Declaration, if requested by ThPA SA at the stage of signing the contract.
- v. It will be stated that the bidder fully and unconditionally accepts all the terms of the Call and that he waives any right to compensation, related to any decision of ThPA SA to postpone, cancel or annulment the tender.

The associations of economic operators (Joint Ventures, etc.) that submit a joint offer, submit the aforementioned Solemn Declaration for each economic operator participating in the association.

1.11. Counteroffers

Counteroffers will not be accepted.

1.12. Bid Validity

The submitted bids must be valid for sixty (60) days from the Tender bid closing date.

2. SPECIAL PERFORMANCE TERMS

2.1. Performance warranty

For the signing of the contract, a Performance Bond is required, the amount of which shall be 5% of the annual remuneration, exclusive of VAT, valid until the expiry of the contract and it shall be deposited before or during the signing of the contract. In case of extension a new Performance Bond is required, the duration of which will be equal to the extension.

The performance bond shall cover the implementation of all contractual terms and requirements of THPA SA against the Contractor, in their entirety and without discriminations. The performance bond shall be forfeited in the case where the terms of the contract are violated, as specifically defined.

2.2. Payment method

The payment of the Contractor will be made within 60 days from the submission of the relevant invoice to ThPA SA. The invoice will be accompanied by the maintenance Book that the Contractor has applied, and it will be kept in THPA offices. The Maintenance Book has to be signed by both the THPA electrician and the Contractor.

PART B:

TECHNICAL TERMS

1. EQUIPMENT TABLE

ThPA SA has the following elevators installed on container loading/unloading gantry cranes:

Elevator/Features	Manufacturer/Type	Stops	Type	Certificate - date of issuance
N1 Friction Load max: 375kg Course: 40m U=0,8m/sec Pmot=3,1kw	THYSSEN (8550488)	5	Persons	Yes 09-03-2020
N2 Toothed Load max: 300kg Course: 32m U=22m/sec Pmot=5,5kw	ALIMAK (ALICOM 300-3952/1992)	3	Persons	Yes 09-03-2020
N3 Toothed Load max: 300kg Course: 32m U=0,55m/sec Pmot=5,5kw	ALIMAK (ALICOM 300-9823/1997)	3	Persons	Yes 09-03-2020
N4 Toothed Load max: 300kg Course: 32m U=0,55m/sec Pmot=5,5kw	ALIMAK (ALICOM 300-9824/1997)	3	Persons	Yes 09-03-2020

2. DESCRIPTION OF WORKS

The Contractor is responsible:

- For the preventive management,
- Supervision of the proper operation of the elevators in conformity with the applicable legislation (GG 815B'/1997, GG 2604B'/2008 as amended and in force), as well as the relevant standards and instructions of the manufacturers
- Corrective maintenance

The preventive and corrective maintenance includes:

1. A control of the electrical and mechanical safety provisions and other elevator spare parts to verify and assess a non-safe operation, per fortnight
 2. The necessary works for restoring the safe operation by eliminating failures and disadjustments.
 3. Cleaning and lubrication, when necessary, of all spare parts, according to the technical rules and the instructions of spare part manufacturers and safety provisions.
- Indicatively, maintenance includes the control of the walls, roof and bottom of the well, the contacts, the measurement of circuits' resistance in case of leak etc.
 - In general, the Contractor shall proceed to all the actions required for ensuring the excellent condition and safe operation of elevators.
Preventive maintenance includes all necessary small consumables (lubricants & cleansing agents)
 - The planned control visits and regular maintenance of the elevators will be held twice a month in accordance with the provisions of the JMD Φ.Α/9.2/OK 28425 (GG 815B'/1997, GG 2604B'/2008) on business days and hours following consultation with the competent Department of ThPA SA. In the case the Contractor wishes to work during the weekends, except during official holidays, they must inform ThPA SA at least one day in advance. **The services provided include the following:**

A. Twenty-four (24) maintenance sessions per year, two (2) per month.

B. Certification of elevators, one control per year and a possible re-control- in case of remarks by the body. The Contractor shall inform ThPA SA in writing about the award of the control to a recognized Elevator Body.

C. Immediate damage restoration with or without spare parts, if necessary, following a call of the Competent Shift Electrician of ThPA SA.

D. Elevator insurance to a recognized Insurance Company. More specifically, before signing the contract and throughout its duration, the Contractor shall insure the elevator with an accredited insurance company for any personal or group accident which may occur during the performance of the contractor and for the maximum liability level in conformity with the provisions of the applicable legislation.

He shall submit a copy of the insurance policy to the Engineering Department of ThPA SA

E. Anything that is already provided for or will be provided for by Law for the safe operation of machine elevators.

F. Guarantee that the elevators will not be out of service for over 3 days during the contract. If the above time period is exceeded, a penalty clause will be imposed, according to the relevant article herein.

Specifically:

Preventive Maintenance

Preventive maintenance is the periodic control, cleaning, regulation, timely replacement of worn accessories (such as motor repair or maintenance etc.) replacement or completion of lubricants, control and provision of the necessary instructions for the sound operation and the trial under normal operation conditions.

In case of breakdown of elevators, the provisions of the JMD Φ.Α/9.2/OK 28425 (GG 815B'/1997, GG 2604B'/2008) will apply.

To ensure the proper and responsible performance of the maintenance works, the Contractor must have and update the following:

- A. Book-registry paged and certified by an official body.

B. Book- logbook of all maintenance works

C. Permanent headquarter equipped with an answering machine to receive failure notifications 24 hours a day.

The only exception is the expense of the spare parts that will be required for restoring any possible damage if it is due to bad use or improper function (as provided for by manufacturers) or a damage that will be caused by third parties, following its evaluation. ThPA SA will be informed by means of an incident report by the Contractor and also about the cost of the necessary spare part.

Corrective maintenance

Corrective maintenance includes the damage restoration (materials and works). In the event of a phone call from ThPA SA and if an on-the-sport intervention is deemed necessary to restore the damage, the Contractor shall respond by a telephone call within two (2) hours and perform an on-the-sport control deploying technical staff to the installation within six (6) hours from the initial phone call of ThPA SA. The total damage restoration must be completed within 48 hours. Corrective maintenance services shall be provided 24 hours a day, any weekday, including public holidays.

After the completion of each work, the Contractor will complete the Works and Control Sheet - Maintenance Book, which will be delivered to ThPA SA

In case of emergency works, after the end of the works, an Emergency Work Sheet will be completed with a detailed description of all the works performed and the type of spare parts used.

If a spare part is replaced in any Elevator, the Contractor shall inform accordingly the Technical Folder of the Elevator, as required by ELOT 81.1.

Indication of all maintenance services

In any case, the above preventive and corrective maintenance works are the minimum possible and the Contractor shall also perform any extra work that may be deemed necessary either due to a problem or to an addition of new material or to modification of the relevant legislation. The Contractor undertakes to deploy all necessary qualified personnel to perform the above preventive and corrective maintenance works.

3. IMPOSITION OF PENALTIES

If following a call for the restoration of a damage, the Contractor arrives with over 2-hour delay, a 200€ penalty will be imposed to the Contractor for each hour of delay. The delay will be confirmed by the Competent Shift Electrician of ThPA SA, who will record it on the Maintenance Book. On the Maintenance Book, (which will also be signed by the Contractor's Technical officer), he will indicate the precise time of the telephone call and the precise arrival time of the Contractor's crew.

4. CONTRACTOR OBLIGATIONS

- ✓ Before the start of the project, the Contractor will submit a declaration of liability assumption, whereby a copy of the ERGANI referred to by the Security Technician will be attached.
- ✓ The Contractor shall have the personnel required for the timely execution of the work, which shall carry the licenses provided by law.
- ✓ He shall have all of the employer's responsibilities as regards their work crew, i.e. salaries and main and supplementary social security contributions.
- ✓ He shall submit inspection maintenance books for the elevators, validated by the Region; the books will have a different monitoring section for each one of the four

elevators. These books will be kept at the Competent Division of ThPA SA and more specifically to the office of the Responsible Division or any other place of the gantry crane and will be available for control by the Competent Technical Officers of ThPA SA, the Contractor and the competent Authority.

- ✓ Within ten days from the signing of the Contract, the Contractor shall submit a detailed report at his own expense about the condition of the elevators and the cost of providing the necessary spare parts and the delivery date.
- ✓ The Contractor will provide his services during the certification of the elevators by the certification body with no extra charge.
- ✓ Have all the necessary machinery, tools and equipment to execute the Contract.
- ✓ The machinery, tools and the equipment that will be used must be compliant with the legal provisions about their safe operation.
- ✓ The Contractor shall have the sole responsibility for all appropriate measures of compliance with the Labour Law for the personnel employed and the provisions for hygiene and safety in the workplace.
- ✓ The Contractor bears the full and sole civil and criminal responsibility for any accident or damage to persons, property or facilities of ThPA SA including its personnel or any third party and for the restoration of any failure or damage that may be incurred during or due to the execution of works by the Contractor.
- ✓ ThPA SA shall not be liable for any theft of materials, equipment, machinery or tools of the Contractor, who shall be required to ensure they are properly and efficiently stored.

PROCUREMENT & INVESTMENT DIVISION of ThPA SA

Attachments: All the Valid Certificates for the four (4) Elevators

ANNEX I
TECHNICAL BID DOSSIER
COMPLIANCE TABLE

COMPANY NAME: _____

REGISTERED OFFICES - _____

POSTAL CODE - ADDRESS: _____

TAX

VAT NO.:

OFFICE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

S/N	SPECIFICATIONS	REQUIREMENT	ANSWER	CLARIFICATION
1.	The services will be provided by specialized personnel with the necessary formal and substantial qualifications under the supervision, responsibility and monitoring of the Contractor.	YES		
2.	Description of the facilities, machinery and, generally, the Technical Equipment provided by the bidder for the execution of the contract. - a detailed list will be attached -	YES		
3.	Mechanical or Electrical Engineer with a proven 3-year experience in the operation and maintenance of elevators.	YES		

4.	Detailed description of the technical staff making up the bidder's staff and the licenses required by law.	YES		
5.	After the end of the works, the Contractor's staff is obliged to respect the hygiene rules in the workplace in and around the elevator.	YES		
6.	The Contractor shall have stock of spare parts for all maintenance works as detailed in the tender notice.	YES		
7.	The Contractor will provide an integrated maintenance programme aiming at reducing the repair cost and thus the elevator's dead time when out of service.	YES		
8.	The works will be performed based on the Technical Specifications of the Tender.	YES		
9.	For any damage, the Contractor shall respond within two (2) hours as often as required and any day and time of the year.	YES		

10.	The Contractor shall certify the elevators, one control per year and a possible re-control- in case of remarks by the body.	YES		
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ANNEX II
FINANCIAL BID SAMPLE

COMPANY NAME: _____

REGISTERED OFFICES - _____

POSTAL CODE - ADDRESS: _____

TAX

VAT NO.:

OFFICE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

For the performance of the fortnight works of the elevator maintenance, of the table, par. (1) of the technical terms of the Tender Notice, I offer the price of:

Gantry crane elevator 1: **€/15days**, i.e. in total€ **yearly**,
plus VAT of the invoice.

Gantry crane elevator 2: **€/15days**, i.e. in total€ **yearly**,
plus VAT of the invoice.

Gantry crane elevator 3: **€/15days**, i.e. in total€ **yearly**,
plus VAT of the invoice.

Gantry crane elevator 4: **€/15days**, i.e. in total€ **yearly**,
plus VAT of the invoice.

(C). For the renewal(s) of the operation Certificates and the registration of the elevator folders of ThPA SA, the expense amounts to Euros per elevator (..... €), i.e. in total
€ **yearly**, plus VAT of the invoice.

The above prices do not include VAT.

Bid Validity: The bid is valid for 60 (sixty) days.

07/2020

THE TENDERER

(Signature & Seal)