

TENDER FOR

**DESIGN, MANUFACTURE, SUPPLY, AND
COMMISSIONING OF TWO (02) QUAY SIDE
CONTAINER CRANES (STS)**

INSTRUCTIONS TO BIDDER



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1. INTRODUCTION

The company Thessaloniki Port Authority S.A. (hereafter THPA) hereby invites suppliers to submit their best bidding contract offer, hereafter referred to as their "Bid", in accordance with these tender documents.

The tender documents (including this document Instructions to Bidder) aim at providing the contractual and technical requirements of the project, and the rules of the tender process.

The bidder shall bear all costs associated with the submission of its Bid, and THPA (hereafter the Buyer) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

1.1. Tender request

The Buyer has launched this invitation to tender for the design, manufacture, supply and commissioning of two (02) ship-to-shore container gantry cranes (hereafter STS cranes), with the following specifications:

- Under spreader Load capacity: 65tn in twin-lift mode and 40tn in single-lift mode
- Under hook beam capacity: 85t
- Type of containers to be handled: ISO containers of 20'/40'/45'
- Type of spreader: 20'/40'/45' telescoping spreader for handling any ISO containers 20'/40'/45' & simultaneously handling 2*20' containers (twin-lift mode)

and also as options, the equipment and systems mentioned in paragraph 1.2 of the technical specifications.

1.2. Presentation of THPA

Thessaloniki Port Authority SA is a private listed Company, which is the Concessionaire and the Operator of the Port of Thessaloniki.

The port of Thessaloniki (THPA) is mainly constituted by:

- a container terminal (424.500,000 teus in 2018)
- a conventional cargo terminal (3,8 Millions Tons in 2018)

The company is in excellent financial health. At last December financial close, the company had 91 M€ cash or cash equivalents. Interested Bidders may obtain further information about ThPA SA from the web site www.thpa.gr.

In March 2018, the company "South Europe Gateway Thessaloniki (SEGT)", completed the acquisition of a shareholding of 67% of Thessaloniki Port Authority SA ("THPA SA").

SEGT is a consortium formed of three complementary companies:

- Deutsche Investment Equity Partners, a German investment fund
- Terminal Link, an international Terminal Operator (a Joint Venture between CMA CGM Group and China Merchant Group)
- Belterra Investment Ltd, a strong investment company, investing in Northern Greece

The new consortium committed to gradually modernize the container terminal and conventional cargo facilities (infrastructure and electric-mechanical equipment) aiming to be able to accommodate more tons of cargo. Significant investments are planned on short term (estimated 29 M€ in 2019) and on the middle term (Min 180 M€ within 5-6 years).

Terminal Link, as expert partner and shareholder, signed a Management Agreement with THPA to support and optimize the development and the expertise of the Container Terminal of the Port.

1.3. Tender process

The Buyer invites interested parties to submit offer for this tender.

From the official launch of the tender, the Bidder has [8 weeks] for preparing its offer and the offer must be received via electronic transfer. Deadline for bid submission is – **31/07/2019, 22.00 Athens time**. Bid Submission is detailed in paragraph 4.

The Bidder can request clarifications by contacting the Buyer's representative (see paragraph 2.2).

A site visit can be organized upon request. Such request shall be sent to the Buyer at least 15 days prior to the proposed date and 21 days prior to the Submission Date.

2. TENDER DOCUMENTS

2.1. Contents of tender documents

The tender documents comprise the documents listed below:

- Instructions to Bidder
- Draft Conditions of Contract to be sent to the bidder within four (4) weeks.
- Technical Specifications
- Tender Schedule

Throughout these tender documents, the definitions of the Conditions of Contract shall apply. The bidder is expected to thoroughly examine the tender documents, including all instructions, bidding forms, contract terms and conditions, technical specifications.

2.2. Clarification on tender documents

A Bidder requiring any clarification of the tender documents shall notify in writing by electronic mail all 4 following recipients:

- Cédric Demares (cdemares@thpa.gr)
- Dimitrios Tsitsamis (dtsitsamis@thpa.gr)
- Chrysanthi Athanasiou (cathanasiou@thpa.gr)
- Evi Theologou (ptheologou@thpa.gr)

All requests for clarification must be received by the Buyer no later than twenty-one (21) days prior to the deadline for the submission of the Bids. The Buyer will respond in writing to such requests and will endeavor to respond within 15 days. Copies of the Buyer's response (including a description of the enquiry but without identifying its source) will be published on THPA website (www.thpa.gr).

2.3. Amendments of tender documents

At any time prior to the Submission Date, the Buyer may amend the tender documents by issuing addenda.

Any addendum shall be part of the tender documents and shall published on THPA website (www.thpa.gr).

If deemed necessary the Buyer may, at his discretion, extend the Submission Date.

3. PREPARATION OF THE BID

3.1. Language of the Bid

The Bid and all documents and correspondence relating to the tender exchanged between the bidder and the Buyer shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate English translation of its pertinent passages, in which case, the English translation shall govern for purposes of interpretation of the Bid.

3.2. Content of the Bid

The Bid submitted by the bidder shall comprise the following.

- a) An administrative section of the Bid including:
 - Letter of Tender, in the format indicated in Appendix 1, completed in the manner and detail indicated therein and signed by the bidder;
 - a Power of Attorney, duly authorized by a Notary Public, indicating that the person(s) signing the Bid have the authority for it and the Bid is thus binding upon the bidder.
 - Financial information: copy of the audited financial accounts of the last 2 years
 - A detailed presentation of the Bidder: these details must include a chart showing the structure of the group of companies or other entities of which the bidder forms part with all intermediate and ultimate holding companies or entities and all subsidiaries and substantial shareholders of the bidder deposited. If the bidder consists of more than one company, entity or other person, such details must be provided for each company, entity or other person.
 - A list of experiences and references in similar projects, with technical details
- b) The Tender Schedule, completed and filled out with all necessary information.
 - The first sheet of the excel file includes a detailed Price Schedule, warranties and other conditions of the Contract.
 - The second sheet refers to the Technical specifications and will be used to assess the conformity of the proposed equipment and any possible deviations to the Technical Specifications. The Bidder shall fill in the table with his proposed technical solutions and with his proposed suppliers and contractors for the main components, accessories.
 - The last sheet refers to spare part list (see also paragraph f below)
- c) A technical proposal as detailed in Appendix 2, including the detailed characteristics and performances of the STS and all necessary information, drawing and calculation sheets justifying the technical conformity of the offer;
- d) Justifications for each and every deviation stated in the Tender Schedule and for Alternative offer(s), if any, in accordance with the section 3.5
- e) The list of subcontractors, if any with the following information:
 - Full Name Address
 - Scope of work being subcontracted
 - Location(s) where subcontracted work will be carried out
 - If the bidder proposes to subcontract any of the design work, he shall provide details of the experience of the proposed designer relevant to the works.
 - The bidder shall submit details of the experience of his key sub-contractors.
- f) The presentation of preventive and corrective maintenance and related recommended planning. The required manhours for each preventive maintenance schedule shall be detailed. The Bidder must also provide lists of spare parts detailing EXW prices (with six (06) months validity after the delivery of the equipment), availability Ex Stock/delivery time and estimated life time;

- g) The overall project schedule until the **Final Acceptance** and the detailed duration of each stage of the project (engineering/design, manufacturing, delivery, erection, transport, commissioning, etc)
- h) The Bidder shall propose a quality plan according to ISO 8402 applied to the contract, including:
- The quality commitment of the general management
 - A description of the company's quality system
 - Procedures, selection and selection of suppliers and subcontractors
 - Procedures concerning process control
 - Product identification and traceability procedures
 - Control and test procedures
 - Non-compliant product control procedures
 - Corrective and preventive action procedures
- i) Statement that the Conditions of the Contract are accepted (Part I Specific Terms and Part II General Terms) or the eventual deviations if any.

3.3. Compliance to the tender documents

The contract offer prepared and submitted by the bidder must comply with all the contractual and technical conditions and requirements set forth in the tender documents. If it is not possible for the bidder to comply with any condition or requirement of the tender document, the bidder shall explain the reasons for this deviation in sufficient detail to enable the Buyer to understand and assess the non-compliance.

Failure to provide all information required by the tender documents, or submission of a Bid not substantially responsive to the tender documents in every respect, will be at the bidder's risk and may result in the rejection of its Bid.

3.4. Bid price

The Bid price shall be the proposed Contract Price for the whole works and obligations described in the Conditions of Contract and Technical Specifications, based on the Price Schedule submitted by the Bidder. The bidder shall fill in prices for all and each items of the works listed in the Price Schedule.

Items against which no price is entered by the bidder will not be paid for by the Buyer when executed and shall be deemed covered by the prices for other items in the Price Schedule. All duties, taxes, and other levies payable by the Seller under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of the Bid, shall be included in the prices and the total Contract price proposed by the bidder.

The prices shall be quoted by the bidder in EUROS.

3.5. Alternative offer

If the Bidder is of the opinion that some deviations to the contractual conditions and technical requirements set forth in the tender documents could benefit to the Buyer, the bidder can submit an alternative offer based on the deviations he recommends.

Such alternative offer(s) may be submitted but only in addition to another compliant offer in accordance with section 3.3. An alternative offer will be described on other documents that the documents forming the compliant offer of the Bid, and clearly marked as "Alternative offer No.1" on each page.

In case the Bidder proposes an alternative solution, the Bidder is required to submit alternative offer in addition to a compliant offer. The Bidder shall present the extent of the deviation and the detailed reason(s) to explain the benefit of the alternative solution.

3.6. Bid validity

Tenders shall remain valid for a period of (180) days after the deadline for submitting the Bid as stated in paragraph 1.3.

4. SUBMISSION OF THE BID**4.1. Format of the submission**

The Bid file package will include all documents described in paragraph 3.2.

Only electronic Bidding is accepted.

4.2. Address of submission

The Bid shall be delivered at the following mailing address:

- Chrisanthi Athanasiou (cathanasiou@thpa.gr), copy Evi Theologou (ptheologou@thpa.gr)

4.3. Deadline for submission of the Bid- Extension

The Bid must be received by the Buyer no later than date specified in paragraph 1.3

The Buyer may extend the deadline for submission of the Bid by amending the tender documents, in which case all rights and obligations of the Buyer and the bidder previously subject to the original deadline will thereafter be subject to the new Submission Date.

4.4. Late submission

Any offer received after the closing date will be rejected.

5. BIDS EVALUATION**5.1. Confidentiality**

The Bids evaluation process up to the award of a contract is confidential. Information relating to the examination, clarification, evaluation and comparison of the Bids, and recommendation for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

Any effort by a bidder or its agents to influence the Buyer's evaluation of the Bids or award decision, including the offering or giving of bribes, gifts, or other inducement, will result in the invalidation of his Bid.

5.2. Clarification of the Bids

To assist in the examination, evaluation, and comparison of the Bids, the Buyer may, at his discretion, ask any bidder for clarification of its Bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be by email and no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Buyer during evaluation of the Bids in accordance with section 5.3.

5.3. Examination of the Bids

Prior to the detailed evaluation of the Bids, the Buyer will examine the Bids to determine their completion and their compliancy to requirements of the tender documents.

The Buyer may waive any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bid.

If a Bid is not substantially responsive, it may be rejected by the Buyer.

Bids determined to be substantially responsive will be checked by the Buyer for any arithmetic errors in its prices. The proposed Contract Price stated in the Bid will be adjusted by the Buyer for the correction of errors and, with the written concurrence of the bidder, shall be considered as binding upon the bidder.

5.4. Evaluation and comparison of the Bids

The Buyer will evaluate and compare the Bids determined to be substantially responsive in accordance with section 5.3. The evaluation and comparison of the Bids will be primarily made on the basis of compliant offers.

Meetings could be scheduled by the Buyer or by CMA CGM Group Procurement with shortlisted bidders for bid presentation and/or negotiation. In case such meeting will be organized, the Bidder will be invited fifteen (15) days before suggested date. The refusal by the Bidder to attend the meeting may have a significantly negative impact on the Bid evaluation.

In evaluating the Bids, the Buyer will grant same importance to:

- a) Financial proposal
- b) Experience of the Bidder
- c) Technical proposal
- d) Delivery time and project time schedule
- e) Compliance to conditions of contract

The Buyer reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the tender documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Buyer may not be taken into account in the Bids evaluation.

If a Bid which results in one of the lowest evaluated Bid price is seriously unbalanced or front loaded in relation to the items of work to be performed under the contract, the Buyer may require the bidder to produce detailed price analyses for any or all items of the Price Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

The Buyer will determine to its satisfaction whether the bidders have demonstrated their capacity in performing the contract satisfactorily on the basis of the Bid submitted.

The determination will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder in his Bid, as well as other information such as the bidder's work methods, schedule, plant, etc., as the Buyer deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the bidder's Bid.

5.5. Right to accept any Bid or reject any and all Bids

Notwithstanding section 6.1, the Buyer reserves the right to accept or reject any Bid, or any alternative offer of a Bid, and to cancel the tender process and reject all Bids, at any time prior to the award of

Contract without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidder or bidders of the grounds for the Buyer's action.

6. AWARD OF CONTRACT

6.1. Award Criteria

Subject to section 5.5, the Buyer will award the Contract to the Bidder whose proposal is assessed as the overall most satisfactory.

6.2. Notification of award

Prior to expiration of the period of Bid validity the Buyer will notify the successful bidder by email, confirmed by registered letter, that its Bid has been accepted. The notification of award shall specify the sum which the Buyer will pay the Seller in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

6.3. Signing of contract agreement

Within a reasonable time after the Buyer notifies the successful bidder that its Bid has been accepted, the Buyer will send the bidder the Final Contract, incorporating all understandings between the parties.

Within one (01) week of receipt of the Contract Agreement, the successful bidder shall sign and return it to the Buyer.

Upon fulfilment of the above, the Buyer will promptly notify the other bidders that their Bid has been unsuccessful.

6.4. Corrupt and fraudulent practices

Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Buyer

1. defines, for the purposes of this provision, the terms set forth below as follows:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official, or the threatening of injury to person, property or reputation, in connection with the procurement process or in contract execution in order to obtain or retain business or other improper advantage in the conduct of business; and
 - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practices among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the client of the benefits of free and open competition;
2. will reject a proposal for award if it determines that a bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

7. Commercial terms and conditions

7.1. Delivery Time

This criteria is part of the bidder submission. ThPA expects that the total delivery time shall not exceed twenty (20) months from the purchase order date.

In case of late delivery, ThPA SA shall be entitled to liquidated damages, which shall be 0,75% of the price of the delayed items per week, considering week even the first day of the week of delay, within the limit of 10% of the contract value.

7.2. Payment Terms

Payment terms have to be in the bidder submission. Advanced payment shall be guaranteed by refund guarantees.

7.3. Warranty

The seller shall provide to ThPA SA a warranty bond amounting to five percent 5% of the total Contract Value. The warranty bond shall be valid for 24 months start from the date of Delivery.

7.4. Shipment and delivery

The manufacturer shall deliver the cranes in Thessaloniki Port fully erected. The cranes shall be secured on the vessel to prevent any stresses of the structure and all mechanical and electrical equipment shall be properly covered and secured.

The Seller is responsible for the offloading of all items and shall assume all costs and risks.

The Seller is also responsible for carrying out the import procedures (customs clearance etc)

The Supplier shall provide all lifting equipment and tools necessary for commissioning.

Commissioning tests will be conducted under the supervision of the terminal or a third party agent.

The Supplier must provide the load test weight and all certificates needed to operate.

7.5. Final acceptance.

An acceptance certificate will be issued after the successful completion of the commissioning, all required tests and the training programme.

7.6. Contract

The form of contract to be signed will be sent to the bidder within four weeks. Elements of the successful Offer will be incremented in this draft.

Sotirios Theofanis

Chairman of the Board & CEO

Appendix 1: - Form of Letter of Tender -

Letter of Tender

NAME OF CONTRACT:

TO:

Dear Madam, Dear Sir

We have examined the Instructions to Bidder, Conditions of Contract, Technical Specifications, attached appendices and formal addenda to the same documents, for the above-named contract. We have understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the works of this contract and remedy any defects therein, in conformity with such documents and our enclosed Bid (including this letter) for the price set out in the RFP.

We agree to abide by this Bid until [*Date 180 days after the submission deadline*] and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the attachments form part of this Letter of Bid.

If this offer is accepted, we undertake to start the works as soon as is reasonably practicable, complete the works in accordance with the contract requirements within the Delivery Dates, and to observe and comply with all of the terms of the above-named documents.

We understand that you are not bound to accept the lowest or any other tender bid you may receive.

Unless and until a formal agreement is prepared and executed, together with your Letter of Acceptance thereof shall constitute a binding contract between us.

Name and signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of _____

Address _____

Date _____

Appendix 2: - Tender Technical Proposal -

CONCEPTION DESIGN

The Bidder will provide at least the following information for the proposed Cranes:

1. Drawings of:
 - the Cranes General arrangement layout,
 - the Operator's cabin layout,
 - the Machinery house layout,
 - Detailed description of Operator Exit including exit from Trolley depending on the position of the Trolley
 - the wire rope reeving diagrams (hoist, trolley and boom).
2. Technical note about the power consumption of the proposed crane including:
 - Average power demand of the total operating Crane, as well as individual power demands for Hoist (raise and lower), Trolley, Gantry and Boom motions for 25 tons and 60 tons under spreader respectively
 - Peak power demand of the total operating Crane with all lighting on and all auxiliary equipment running, as well as individual power demands for Hoist (raise and lower), Trolley, Gantry and Boom motions for 25 tons and 60 tons under spreader respectively
3. Details of the local and remote CMS (Crane Management System)
4. Painting and anticorrosion presentation
5. Component or product catalogues and data sheets and other supporting and descriptive information.
6. Diagrams of systems and sub-systems architecture, including at least single-line diagrams, network and data communication architectures;