

**TED 133/2025
TENDER NOTICE**

**FOR THE SUPPLY OF TWO (2) IDENTICAL, NEW AND UNUSED
CRAWLER HYDRAULIC EXCAVATORS FOR THE OPERATIONAL NEEDS
OF ThPA S.A.**

OPEN PROCEDURE	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A. Main Activity: Port Services Address: Municipality of Thessaloniki, within the Port, Pier 1, PC 54625 Tel.: 2310593118 E-mail: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for Submission of Offers	26/11/ 2025
Deadline for Submission of Requests for Clarifications	19/11/ 2025
Award Criterion	Most advantageous offer based on price and quality criteria
Contact details for information/clarifications	E-mail: procurements@thpa.gr CC: For the tender process & technical issues & clarifications Christos Rountos Email: crountos@thpa.gr Tel: 2310593355 Kyriakos Kelidis Email: kkelidis@thpa.gr Tel: 2310593333

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PART A – GENERAL & SPECIAL TERMS

ARTICLE 1 – Scope

1.1 Scope

The scope of the tender is the supply of two (2) identical, new and unused, tracked hydraulic excavators for the operational needs of ThPA S.A. The technical specifications of the machinery are analyzed in Part B hereof.

It is clarified that the submission of more than one offers is accepted.

1.2 Award Criterion

The award criterion shall be the most advantageous offer, based on the price and qualitative criteria referred to in Article 12.

ARTICLE 2 – Right of Participation

2.1 Eligible Participants

2.1.1 Economic operators, and more specifically natural or legal persons, consortia or associations of economic operators, who carry out a main professional activity related to the scope of this notice, i.e. manufacturers or traders who can adequately support the machinery, are eligible to participate in the tender.

2.1.2 Participants should:

- Not be in a state of bankruptcy or have been subject to a special liquidation procedure or are under compulsory administration by a liquidator or by the court or have been subject to bankruptcy arrangement proceedings or have suspended their business activities or have been subject to a reorganisation procedure and do not comply with its terms or are in any similar situation arising from such proceedings; provided for in national provisions of law.
- Not have been irrevocably convicted themselves, in the case of the participation of natural persons, or their legal representative, in the case of the participation of legal persons, consortia or associations of economic operators for:
 - (a) participation in a criminal organisation within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on combating organised crime (OJ L 300, 11.11.2008, p. 42), and the offences referred to in Article 187 of the Criminal Code (criminal organisation);
 - (b) active corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or of the Member States of the Union (OJ C 195, 25.6.1997, p. 1) and in par. 1 of Article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as, as defined in the national law of the economic operator, the offences of Articles 159A (bribery of political figures), 236 (corruption of officials), 237 par. 2-4 (bribery of judicial officers), 237A par. 2 (influence trading intermediaries), 396 par. 2 (bribery in the private sector) of the Criminal Code,
 - (c) fraud affecting the financial interests of the Union, within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017) and the offences referred to in Article 159A (corruption of political figures); 216 (forgery), 236 (bribery of an employee), 237 par. 2-4 (bribery of judicial officials), 242 (false certification, falsification, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (fraud related to grants), 390 (breach of trust) of the Criminal Code and articles 155 et seq. of the National Customs Code (Law 2960/2001, A' 265), when they are directed against the financial interests of the European Union or are related to the violation of these interests, as well as the crimes of articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions for the criminal protection of the financial interests of the European Union) of Law 4689/2020 (A' 103),

- (d) terrorist offences or offences related to terrorist activities, as defined in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017) or incitement or complicity or attempted commission of a crime; as defined in article 14 thereof, and the crimes of articles 187A and 187B of the Criminal Code, as well as the crimes of articles 32-35 of Law 4689/2020 (A' 103),
- (e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No. 648/2012 of the European Parliament and of the Council, and the repeal of Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (OJ L 141/05.06.2015) and the crimes of Articles 2 and 39 of Law 4557/2018 (A' 139),
- (f) child labour and other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1) and the crimes of article 323A of the Criminal Code (trafficking in human beings),
- g) embezzlement (375 P.C.),
- (h) fraud (386-388 PC),
- (i) extortion (385 P.C.),
- (j) forgery (216-217 P.C.),
- (k) perjury (224 P.C.),
- (l) bribery (235-237 P.C.),
- (m) bankruptcy (197 PtoxK - Law 4738/2020/Government Gazette A207/27.10.2020).

Where the economic operators concerned participate as an association or consortium, the above must be fulfilled by each member of the association or consortium.

The exclusion criteria as referred to in Article 2.1.2 shall apply as defined in the national legislation and/or national legislation of the participating foreign entity.

2.1.3 Associations of economic operators, including temporary partnerships, are not required to have a specific legal form in order to submit a offer. In the case of a joint venture, the agreement for the establishment of the consortium and the authorization of all the members of the consortium must be submitted to its legal representative, for the participation of the consortium in the tender and the submission of an offer. The selected consortium or association of economic operators may be obliged to be dressed in a specific legal form to the extent that the wearing of this legal form is necessary for the proper performance of the contract.

2.1.4 In cases where an offer is submitted by an association of economic operators or a joint venture, all members shall be jointly and severally liable to ThPA S.A.

2.2 Quality Criteria for Participation

2.2.1 Economic operators that have shown an average general annual turnover in the last three years (2022-2023-2024) equal to twenty-five (25) million euros are eligible to participate in this procedure. In the event that the participating economic operator is a commercial company and does not meet the turnover criterion itself, it may invoke the financial data of the manufacturing company, provided that a) there is a contractual distribution/agency relationship between them, which is submitted, b) the manufacturing company declares in writing through its legal representative that it supports the participant in the context of this tender and consents to the submission of its financial data for the specific tender and c) the financial data of the manufacturing company are submitted. Where the participating economic operator is a consortium or association of economic operators, it is sufficient that at least one member fulfils the above criterion.

2.2.2 Participants must have an organized aftersales service with the appropriate infrastructure and stock of spare parts in the wider area of the Prefecture of Thessaloniki. In case the tenderer does not have its own

infrastructure for the provision of technical support, it must provide details of a workshop authorized by the manufacturer.

2.3 Presumption of participation in the tender

Participation in the tender will constitute a presumption that each participant has been fully informed of the tender and all the information and is fully aware of the conditions of execution of the scope hereof. Any failure of each participant to be informed about all the above issues and terms of the tender is borne exclusively by him and under any circumstances is not released from his responsibility and obligation for full compliance with his contractual obligations, if he is finally selected as a Contractor.

ARTICLE 3 - Provision of Clarifications on the Tender Notice & Language

3.1 Requests for clarifications are submitted electronically to the procurement department of ThPA S.A. at procurements@thpa.gr e-mail address, with notification to the e-mail addresses kkelidis@thpa.gr and crountos@thpa.gr, no later than five (5) days before the deadline for the submission of offers. Requests for clarifications submitted in any other way are not examined. Answers/clarifications are posted electronically on the website of ThPA S.A. www.thpa.gr.

3.2 Answers/clarifications are considered terms of the tender. Participants may not invoke oral answers or clarifications.

3.3 The official languages of the procedure are Greek and English. All the details of the offers will be drafted either in Greek or in English or, if they are drafted in a third language, they will be accompanied by an official translation into one of the above languages.

ARTICLE 4 - Method and Time of Submission of Offers

4.1 Offers shall be submitted by economic operators by **Wednesday 26/11/2025**, at **23:59** Greek local (UTC+2), not dependent on a condition, requirement or reservation at procurements@thpa.gr email address and notification to crountos@thpa.gr and kkelidis@thpa.gr email addresses, by sending a locked (password protected) file folder.

4.2 The password is sent to the above emails after the deadline for submitting bids, upon notification to the participants.

4.3 After the deadline and time, it is not possible to submit offers. Offers submitted late will not be considered.

Note: If the volume of the electronic folder of the files exceeds the permissible volume of sending in electronic mail, the sending of the electronic folder can be carried out through a high-volume file transfer platform (e.g. MS share point, wetransfer, googledrive, etc.).

ARTICLE 5 - Extension, modification, completion, postponement, repetition or cancellation of a tender

5.1 ThPA S.A., without liability, penalty or compensation of any kind, reserves the right to extend the time for the submission of offers, to amend or supplement the tender documents or to cancel the tender in accordance with the provisions of the Procurement Regulation of ThPA S.A. It also reserves the right to cancel, postpone or decide to repeat it at any stage, without liability and cost.

5.2 Participants take part in the tender at their own risk and are not entitled to any reimbursement for expenses related to their participation in the tender and the preparation and submission of their offer.

5.3 Each participant is solely responsible for being informed about all the terms of the tender.

ARTICLE 6 - Validity Period of Offers

6.1 The submitted offers are valid and binding on the participants for a period of **one hundred and eighty (180) days** from the deadline for their submission provided for in the tender notice. Offers valid for a shorter period of time will be rejected **as inadmissible**.

6.2 The validity of the offer may be extended, if requested by ThPA S.A., before its expiry, for a maximum period equal to the initial duration of the offer provided for in this notice. In this case, the participant is

obliged to renew the validity of the Letter of Guarantee for Participation or to submit a new Letter of Guarantee for Participation with the same terms, in accordance with term 8.1 hereof.

ARTICLE 7 - Content of the Offer File

7.1 The details of the offer envelope are defined as follows:

- (a) Supporting documents for participation
- (b) Technical offer
- (c) Financial offer

The details of the Offer envelope are submitted in separate sub-folders.

7.2 Otherwise, alternative offers, offers with conditions, conditions or reservations, offers for part of the scope of the tender, counteroffers or modifications of offers or any proposals that can be characterized as counteroffers, will not be taken into account and will be rejected.

The conditions of Article 2 of this Notice, the submission of the supporting documents of Article 8, the technical offer of Article 9 and the financial offer of Article 10 are conditions for admissible participation. After the award and before the signing of the contract, ThPA S.A. may, by notifying the award decision to the Contractor, ask the Contractor to provide further supporting documents for the signing of the contract to prove the existence of the above.

ARTICLE 8 - Supporting Documents for Participation

8.1 In order to prove the fulfilment of the conditions establishing the right to participate in accordance with Article 2 hereof, the participants shall submit the following supporting documents for participation in their tender dossier:

- I. A certificate of registration with the relevant chamber (domestic economic operators) or a corresponding certificate/approval/license from the relevant authority of their country of origin (foreign economic operators), which will prove that the conditions of sub-paragraph 2.1.1 are met. of par. 2.1 of Article 2 of this notice,
- II. Solemn declaration by the participating natural person or the legal representative of the participating legal person that the provisions of Article 2, par. 2.1, subpar. 2.1.2 of the reasons for exclusion of this Notice and that there are no reasons to believe that these impediments will occur during the validity of the offer and any extensions thereof;
- III. Solemn declaration by which the participant declares that he/she has been informed of the special requirements and particularities of the Scope of the tender and fully and unreservedly accepts the terms of the tender notice;
- IV. Solemn declaration by which the participant declares that he/she has read and accepts the Concession Agreement between the Greek State and ThPA S.A. (Law 4522 Government Gazette 39 A'/07.03.2018, as in force).
- V. The attached Annex 1 Information Document on the processing of personal data, signed by the participant in the case of a natural person or the legal representative of the participant in the case of a legal person, consortium or association of economic operators.
- VI. The legal documents of establishment and legal representation (such as a general certificate of changes from the General Commercial Registry, a certificate of valid representation from the General Commercial Registry, the last amended articles of association, decisions for the formation of administrative bodies into a body, etc.) published in the General Commercial Registry, depending on the legal form of the participant. The above documents must show the legal establishment, the person(s) legally binding the company on the date of the tender (legal representative, right to sign, etc.), any third parties to whom power of representation has been granted, as well as their term of office.
- VII. A brief presentation of the company that will include at least financial data for the last year, the number of employees and the clientele related to the scope of the tender notice.
- VIII. Letter of Guarantee for Participation in the tender, as referred to in article 11, with a duration of \geq 180 calendar days calculated from the deadline for submission of offers, in the amount of fifteen thousand euros (€ 15,000.00) on first request, from a creditworthy and recognized credit institution or fund legally operating in Greece.

NOTES:

A.1. The Solemn Declarations provided for in this notice must either be in the form provided for in Article 8 par. 2 of Law 1559/1986 with certification of the authenticity of the signature by a competent authority, or have been issued digitally through <https://www.gov.gr/ website>, or bear an approved digital signature. In the event that the certification of the authenticity of the signature is not possible in any of the above ways (e.g. participation of a foreign economic operator), an equivalent to the above declaration must be submitted with a certificate of the authenticity of the signature by a competent authority.

A.2. The participant may submit a single Solemn Declaration with the content referred to in cases II, III and IV of paragraph 8.1 of Article 8 hereof.

B. In case of participation of a foreign economic operator, equivalent supporting documents must be submitted by the competent bodies and authorities of the country of establishment of the participating foreign economic operator.

C. It is noted that if a GEMI certificate is submitted stating the object of activity of the participant, it is not necessary to present the registration certificate to the relevant chamber.

D. In the event that during the tender process, any condition and supporting document of Articles 2 and 8 hereof are changed, the participant is obliged to immediately notify ThPA S.A. of the change.

8.2 Consortia or associations of economic operators submitting a joint offer shall submit the supporting documents referred to in paragraph 8.1 for each economic operator participating in the association.

8.3 In addition, consortia or associations of economic operators shall submit a members' agreement stating at least :

1. The extent and type of participation of each member in the execution of the contract.
2. The member responsible for coordinating and administering all members.
3. The common representative/representative, who has been appointed to represent the union/consortium and its members vis-à-vis ThPA S.A. in the context of this tender.
4. A statement that each member of the association/consortium is jointly and severally liable with the other members towards ThPA S.A. for any claim arising from the participation and/or the execution of the contract.

8.4 In order to prove the fulfilment of the criteria of professional and financial competence and quality assurance, economic operators shall submit the following supporting documents:

- I.** Detailed sales tables of new and unused machinery, for the last three (3) years (2022-2023-2024), in accordance with the table in Annex 4 hereof (Sales Report Statement), as well as the financial statements of the three-year reference period in accordance with Article 2.2.1 of this announcement.
- II.** Quality Management System Certificate according to ISO 9001:2015 or equivalent, issued by a recognized Institute or Organization based in a Member State of the European Union, which will bear the name or distinctive title of the participant.

ARTICLE 9 - Technical Offer

9.1 The technical offer includes the documents and supporting documents on the basis of which the suitability of the offer will be evaluated, in accordance with the provisions of Part B of the tender notice.

In particular, it will include a complete and binding technical description of the machinery, its characteristics and the equipment offered, which should accurately cover all the technical requirements and specifications contained in Part B hereof, following exactly the same structure and numbering and in accordance with Annex 3 (Table of Technical Specifications).

9.2 In case of submission of a technical offer with non-material deviations from those mentioned in Part B hereof, ThPA S.A. may evaluate the said offer and/or request further clarifications, however, in any case, ThPA S.A. reserves the right to exclude an offer if, at its discretion, it has significant deviations from those mentioned in Part B.

ARTICLE 10 - Financial Offer

10.1 The financial offer must be formulated in accordance with the template attached hereto (Annex 5), bear the signature of the participating natural person or its legally authorized representative in the case of a participating legal person and must indicate:

- a) the amount of the financial offer

(brief description of the item, manufacturer and factory type, the unit price, and the total amount of the financial offer),

b) the proposed method of payment

c) the period of validity of the offer, in accordance with Article 6 of this notice,

d) the time of delivery, in accordance with the provisions of Article 6.2 of Annex 6 hereof,

e) the time of guaranteed good operation, in accordance with the provisions of Article 6.3 of Annex 6 hereof.

10.2 The Participant must submit a table with the preventive maintenance, work of each service, current prices for spare parts and consumables, which at the discretion of the manufacturer are expected to be required over a period of 5 years or 10,000 operating hours (Annex 2). The binding financial offer will include the machinery to be supplied, with the equipment expressly provided for in this Notice, for delivery to the port facilities to be indicated by ThPA S.A.

10.3 The prices offered will be expressed in euros (€), will be limited to two decimal places, will not include Value Added Tax (VAT) and will be binding on the participant throughout the validity of its offer and the contract.

10.4 The prices offered must be in full accordance with the terms hereof, be **fixed and final** and not be subject to adjustment for any reason and reason until the completion of the subject hereof. For this reason, the participation of any interested party in the tender entails his explicit, unconditional and irrevocable waiver from any, in his favor, the right to adjust the prices offered and which may arise from another relevant provision.

10.5 The financial offer must be fully completed, and must not contain corrections (deletions, deletions, etc.), under penalty of exclusion.

ARTICLE 11 - Participation Guarantee

11.1. The Participation Guarantee will be in the form of a Letter of Guarantee for Participation on first demand, which will be issued by a creditworthy and recognized financial institution legally operating in Greece and will include at least the following information:

- the date of its issuance;
- the number of the Letter of Guarantee,
- the issuer of the Letter of Guarantee,
- the beneficiary of the Letter of Guarantee (ThPA S.A.),
- the amount covered by the Letter of Guarantee, in words and figures, the amount of fifteen thousand euros (€15,000.00),
- the full name, VAT number and address of the participant in whose favour the Letter of Guarantee is issued (in the case of a single Letter of Guarantee from a consortium or association of economic operators, all of the above are listed for each of its members),
- the details and the deadline of this tender notice,
- the expiry date or the period of validity of the Letter of Guarantee (duration \geq 180 calendar days calculated from the deadline for the submission of offers),
- the following conditions:
 - the Guarantee is provided irrevocably and unconditionally, and the issuer waives the right of division and division,
 - the undertaking by the issuer of the Letter of Guarantee to pay the amount thereof in whole or in part within five (5) days from the simple written notification of the beneficiary.

11.2 As far as foreign economic operators are concerned, the Letter of Guarantee for Participation must be issued by a reputable bank of international standing in an intermediary bank legally operating in Greece. Foreign economic operators submit a Letter of Guarantee exclusively in the form of a Swift message, which must include at least the necessary information, namely: 1) To or Beneficiary, 2) In favor of or Applicant, 3) Issuing Bank (Bank or Guarantor) and 4) Amount, Duration, Type of Letter of Guarantee (Letter of Guarantee for Participation) and text based on the wording of article 1.1 hereof.

11.3 All costs, charges and bank charges, including the issuance, extension and revocation of the Letter of Guarantee for Participation, shall be borne by the participant.

11.4 In the case of consortia or associations of economic operators, a Letter of Guarantee for Participation is submitted either by the consortium or association of economic operators in favour of all their members, individually and jointly and severally liable with the other members by virtue of their capacity as members of the association or consortium, or by each participating economic operator.

11.5 In case of extension of the validity of the offer, the participant must, under penalty of exclusion, renew the validity of the Letter of Guarantee for Participation or submit a new Letter of Guarantee for Participation with the same terms, no later than five (5) working days from the written notification by ThPA S.A.

11.6 The Letter of Guarantee for Participation is forfeited in favor of ThPA S.A. in the event that:

- the participant, after its submission, withdraws its offer,
- the participant does not extend the validity of his offer, while this has been requested by ThPA S.A. as well as in case he extends the validity of his offer but does not renew the validity of the Letter of Guarantee for Participation,
- ThPA S.A. ascertains that the participant provided false information or information regarding the participation documents,
- the selected Contractor fails to provide his/her supporting documents or refuses, explicitly or implicitly, to come to sign the relevant contract within the deadline set for him/her.

11.7 The Letter of Guarantee for Participation will be returned:

- (i) To the Contractor, no later than five (5) working days from the submission of the Letter of Guarantee for Good Performance.
- (ii) To the other participants, no later than five (5) working days after the signing of the contract.
- (iii) For the previous stages of the award, to the participants in the event of rejection of their offer.
- (iv) In case of cancellation of the tender, to each participant no later than five (5) working days from the notification to them of the cancellation decision.

11.8 The Letter of Guarantee for Participation will be sent by the participants electronically along with the rest of the supporting documents and the original body of it will be sent or submitted to the Procurement Department, to the attention of Mr. Samaras Elias, until the deadline for the submission of offers.

ARTICLE 12 - Evaluation & Award Criteria

12.1 During the evaluation of the tender dossier, ThPA S.A. may address requests to the participating economic operators for clarifications and the economic operators must provide the clarifications within the deadlines set by ThPA S.A. on a case-by-case basis.

12.2 ThPA S.A. reserves the right to form a ranking list of participants and to request the submission of a revised financial offer by the candidate(s) who received the highest scores.

12.3 The award of the contract shall be communicated to all participants.

12.4 The award criterion is the most advantageous offer based on the best value for money and quality criteria, in accordance with the following:

Technical Offer

N/A	Evaluation Criteria	Weighting Factor
K1	Technical Characteristics	25%
K2	Technical Support	20%
K3	Total Cost of Ownership	20%
K4	Delivery Time	10%
K5	Guarantee of Good Operation	10%
K6	Experience	10%
U7	Training of ThPA Staff upon Delivery	5%

The scoring of each evaluation criterion ranges from 80 to 120 points. A score of 100 is set for each criterion, provided that the requirements of the tender notice are met. In cases where the requirements are not fully met or are exceeded, the score is set up to the lower and upper limit respectively. The weighted score of each criterion will result from the product of the individual weighting factor multiplied by its score and the total score of the criteria from the sum of the weighted scores.

The ranking of bids for the final selection of the most advantageous bid will be based on the following formula:

$$\Lambda_i = 70 * (B_i / B_{max}) + 30 * (K_{min} / K_i)$$

where: Bmax the overall score received by the best technical offer

Bi the overall score of the technical offer i

Kmin the total comparative cost of the offer with the lowest price

Ki the total comparative cost of the offer i

Λi which is rounded to 2 decimal places.

The offer with the largest Λi is the most prevalent.

In the case of equivalent offers, i.e. offers with the same total final score (Λi) between two or more tenderers, the offer with the highest technical offer score is awarded.

ARTICLE 13 - Contract & Amendments

13.1 Following the notification of the result of the tender, a contract is signed between ThPA S.A. and the Contractor.

13.2 The contract may be amended during its duration, without the need for a new procurement procedure, only after a written, mutual agreement of the parties, in accordance with the provisions of the Procurement Regulation of ThPA S.A.

PART B TECHNICAL SPECIFICATIONS **CRAWLER HYDRAULIC EXCAVATORS**

1. SCOPE OF SUPPLY

The scope of the tender is the supply of two (2) identical, new and unused, tracked hydraulic excavators, (compact type), with an operating weight of 10,000kg, with an operating weight of 9,500 to 12,000kg.

The excavators will be new, unused, recently built and will bear the "CE" marking, as defined by the European Union directives. The following spare parts are also an integral part of the supply:

N/A	DESCRIPTION	QUANTITY
1	Starter – Starter motor	One (1)
2	Generator – Dynamo	One (1)
3	Water Pump	One (1)
4	Bucket Blades-Augers-Nuts	Two (2) sets

2. ENGINE

The manufacturer of the engine and machine preferably, but not necessarily, will be the same, for greater reliability and better technical support. The engine will be diesel, turbocharged, EURO stage V or higher, with a net power of at least 45kW according to ISO 9249.

It will be required to have an overheating and low engine oil pressure protection system, which will put it out of operation, after the operator has been warned in time with a visual and/or audible signal.

The excavators will be used in bulk cargoes inside ship hulls, so the air filters of their engines, preferably dry type with a pre-filter, state-of-the-art, suitable for a high dust environment, and it is desirable that they do not need to be changed before 500 Ω of operation.

3. COOLING SYSTEM

The cooling system will be able to fully respond to continuous operation of the machine with an ambient temperature of 45°C, in a confined space (ship's hull), with suspended dust. The refrigerator will be of special construction, with sparse fins and cells, for easy air circulation and cleaning, preferably placed high. The fan of the engine radiator must have a reverse direction system, so that it is easy to clean.

The engine can also be started at a low ambient temperature (-5° C). Participants in their offer will provide the technical data of the engines, as well as the curves of power, torque and fuel consumption, as a function of the operating speeds.

4. HYDRAULIC SYSTEM

The operation of the machine will be entirely hydraulic. The distribution of hydraulic power will be done through the hydraulic control.

For the ability to control the individual hydraulic circuits, pressure measuring points (check points) will be installed where required. The hydraulic oil tank will be specially designed for greater durability and ease of cleaning and repair.

The machine will be able to perform all the movements related to the excavation independently and at the same time. The offer will specify the maximum flow (in l/min) and the maximum pressure (in bar) of the hydraulic system, which will be verified in the manufacturer's official brochure or on its website.

5. MOTION TRANSMISSION

The drive will be driven preferably proportionally, from the drive wheel, on a lubricated track, with retention guides preferably, and a master pin. The idler is desirable to be self-lubricating.

The excavators will be delivered with factory high-strength detachable course plugs (heels), to protect surfaces during movement. These additions will be delivered separately from the machine and can be easily installed in a detachable way on the tracks.

The smooth rolling of the track will be ensured by watertight and self-lubricating rollers, installed in the upper and lower part of the frame. Tensioning the crawler is desirable to be done hydraulically.

The operating braking system will preferably be with wet multiple-discs brakes. The parking brake will be of the fail safe type (mechanical spring activation, hydraulic deactivation).

With the course command, the brakes will be released automatically, and conversely, when the course is deactivated, the parking brake will be applied automatically. The offer will provide a description of the entire drive and braking system with the necessary drawings.

6. MACHINE FRAME

The frame of the machine will be heavy duty – compact type, of strong construction suitable to fully respond during its operation to harsh working conditions. The base of the pivot bearing will be large in diameter and strong construction, as will the bearing, so that it can withstand long, continuous heavy use. When rotating the machine, it is highly desirable that the rear rotating part of the excavator does not protrude from the tracks.

The rotating superstructure will be of high strength, will rotate fully 360° in both directions, will have a circular rim, with internal serrations, waterproofed, lubricated with grease, on which the pinion of the planetary reducer is involved.

The tail swing radius should be as small as possible, and not more than 2000mm. The rotation speed should preferably be at least 9.5rpm. The machines will have a central automatic lubrication system that will cover the excavation mechanism and the rotating mechanism. The participants in their offer will give a full description of the lubrication system of the machines.

The excavators will carry an earth leveler blade for support during operation.

The ground clearance should be at least 350mm.

7. EXCAVATION EQUIPMENT

The excavation mechanism of the machines will consist of the primary boom, which will move through a hydraulic cylinder, the secondary boom, through two hydraulic cylinders, the boom, through a hydraulic cylinder, and the bucket, through a hydraulic cylinder, five (5) hydraulic cylinders in total. That is, the machine's arm assembly will include three joints (Triple Articulated Boom – TAB), and will be designed in such a way that the maximum amount of material is obtained, using the largest possible excavation bins.

It is desirable that the distributors and external piping of the hydraulic circuit are protected with high-strength covers.

The maximum reach at ground level must be at least 6,000mm. Powerful state-of-the-art work lights should be installed on the arm, well protected. The bucket digging force will be at least 55kN according to ISO 6015.

The machines will be delivered with excavation buckets with an interchangeable rectangular parallelepiped blade preferably, without nails for medium-density materials up to 1000kg/m³, of the highest possible capacity, of sufficient strength.

The participant in his/her offer is obliged to submit a detailed drawing or photographs of the bins with dimensions. If the proposed geometry of the bins does not meet the requirements of ThPA S.A., for stirring loads such as fertilizer, soybeans, charcoal, etc., it may request a modification of the design, to which the participant must meet, at the same cost or in excess that does not exceed 20% of the value of the proposed bin. For this reason, the participant may submit alternative bin proposals in its offer, among which ThPA S.A. will be able to choose.

In addition to the drawings with dimensions of the offered bins, the offer will also include a brief technical description with main characteristics and construction materials. The combination of strength and capacity will be taken into account during the evaluation. Ditch cleaning bins will not be accepted.

8. OPERATING CHAMBER

The cockpit will be closed-type, thermal-sound-insulated, with anti-vibration support, of strong construction, in accordance with the ROPS (ISO 12117-2/2008) & FOPS (ISO 10262/1998) Regulations. The roof of the chamber will definitely carry a strong protective device to protect the operator and prevent damage from falling objects. It is desirable that a similar protective device also covers the front glass.

The positions of the glazing windows in relation to the operator's position should provide the greatest possible visibility in front, back, perimeter and upwards. The booth will be equipped with a state-of-the-art audio system, preferably Bluetooth, a USB port for data and charging, and a digital display.

All glazing will be security and anti-fog, with a sun protection film. The chamber will be equipped with an automatic air conditioning system (heating / cooling). The incoming air will be filtered through a special powerful filter, preferably in the upper part of the chamber.

The operator's seat will be ergonomically designed, with rest armrests, a vibration damping system, the possibility of up-down adjustment and front-backrest at least.

9. OPERATING AND CONTROL INSTRUMENTS

The rotation of the machine will be controlled by means of a joystick, state-of-the-art, high strength and ergonomics. The movement will be stopped by restoring the lever-control to the neutral position, in which case the superstructure will be immobilized and locked in this position, with "fail safe" type disc brakes. It is desirable to be able to set two extreme positions of rotation, beginning – end, for safety but also ease of handling – fatigue reduction.

The control of the operation will be done through an appropriate electronic system (monitoring system), which will control all the critical parameters for the operation and safety of the machine. Appropriate indicators and alarms will be available in the control room to indicate the necessary parameters for safety and operation. In addition to the above, it will be possible to detect faults through the electronic system. It is desirable to also display information for scheduling the maintenance of the machine (e.g. hours until the next service).

Participants in their offer will give a detailed description of the above system, its functions, the fault detection system and the indications, which will be displayed on a colored, legible screen, preferably of a touch screen. The machine will be equipped with a rear security camera, which will provide good visibility of its wider rear area. Systems that provide 360° imaging are highly desirable, but not mandatory. Participants can specify them as optional in their offer, providing technical information and the corresponding additional costs.

Participants in their offer are required to indicate the possibility or not of procuring a diagnostic tool for the machine and the engine. If the answer is yes, an offer should be made with a detailed description of what the diagnostic software will include (software, communicator, cables-adaptors) and at what level access is given to ThPA S.A.

10. LIGHTING & ELECTRICS

The lighting system of the machines will be in accordance with the Traffic Code. However, it will include additional state-of-the-art LED-type lights, of high durability and quality, with protective covers, for comfortable and safe night work, especially in the arrow assembly, in the control room and wherever else required, to maximize safety and productivity. In their bid, the participants will give the number of lighting fixtures, their type and positions in design, as well as their basic technical characteristics.

The excavators will be delivered with flashing or rotating beacons, of high quality and durability, firmly placed in conspicuous places, well protected.

11. POSTING POINTS

The machines are also intended for working in ships' hulls. For this purpose, they will be compulsorily equipped with appropriate mooring – suspension points (mats) from which, through wire ropes, they will be suspended by the double hook hooks of port cranes, for their transport inside the hulls of ships. In their offer, participants must show in an indicative plan the positions and the type of suspension points they will use. Their installation will be done after the written consent of ThPA, which has, if required, a special hanging frame for this purpose.

12. MACHINE RECEIPT

Upon receipt of the machines, the following checks will be carried out:

- Inspection and control of the conformity of the construction of the machinery with the Contract and the Technical Specifications of this Tender Notice.
- Control of normal operation of the machines, Measurement of speeds of all movements and Calculation of Work Cycles.
- Control of Dimensions and Tare as well as Accessibility – Access of the maintenance points.

After the successful completion of the above tests and the presentation of the Certificate of Declaration of Conformity to the European Union Regulations (CE & EU Stage V), as well as the relevant Type Approvals of the machines, the Acceptance Protocol will be signed.

13. TRAINING OF TECHNICIANS & OPERATORS

The Contractor, immediately upon receipt of the machinery and for five (5) days, is obliged to provide continuous support for the monitoring of their operation, the restoration of any initial damages and the training of the technical and operating staff of ThPA S.A. in matters of controls, adjustments and basic maintenance interventions.

The duration of the training of technicians will be **at least two (2) working days** with five (5) hours per day. It will cover all the individual systems of the machines. Particular emphasis will be placed on the electro-hydraulic control systems, in the warning and safety, transmission and load management systems. Finally, the Contractor must train at least four (4) operators in the operation of the machines for one (1) day.

The instructors will be experienced technicians of the machine manufacturer or its authorized partner in Greece. The training will be in the Greek language. If there is a need for an interpreter, he will be provided by the Contractor, who will also cover his fee and expenses.

In addition, the Contractor must provide for the various special supervisory means that will help in the training (videos, images, drawings, educational leaflets, brochures, presentations, etc.). Upon completion of the above stage, the Contractor will issue relevant Training Certificates for each trainee. Participants in their offer should describe the training program in detail.

14. TECHNICAL SUPPORT

In order to provide after-sales support, the participant must have a relevant authorization from the manufacturer, appropriate workshop infrastructure, specialized technicians (engineers and electricians), a mobile workshop and an extensive stock of spare parts, mandatory in the prefecture of Thessaloniki.

Participants in their offer should provide a detailed description of their infrastructure, organization and staffing in this area. During the evaluation, ThPA may carry out an autopsy in order to form a more complete opinion on the issue.

The possibility of remote monitoring by the buyer and the participant is desirable, with the possibility of remote trouble-shooting. This feature can be provided through a specialized mobile app of the machine manufacturer.

The Contractor's obligations also include the execution of the first two (2) maintenance, including labor and all materials.

15. MANUALS – BOOKS

The machines, upon delivery, will be accompanied by the following books:

- ✓ Illustrated Operation and Preventive Maintenance Manual, intended for operators (Operator's Manual) in two (2) copies, **mandatory in Greek**.
- ✓ Illustrated repair, adjustment and maintenance manual (workshop manual), intended for technicians. This book will also include an extensive table of possible faults, fault codes, causes and ways of restoration, in two (2) copies, in Greek or English.
- ✓ Two (2) complete sets of detailed drawings, referring to the electrical and hydraulic circuits in English or Greek.
- ✓ Illustrated spare parts catalogue, in two (2) copies, in English or Greek.

All of the above will also be delivered in electronic form.

16. TECHNICAL OFFER

The Technical Offer must contain:

- ✓ **A detailed Technical Description** in Greek, which will be mentioned and answered in every paragraph of the technical terms of the tender, **in exactly the same order and numbering**. In the paragraphs where there are requirements with specific numerical sizes, the corresponding sizes of the offered machines will be given. The technical description should be detailed and clear and accompanied by the necessary drawings with dimensions, diagrams, tables and manufacturer's information leaflets.
- ✓ The submitted official forms of the manufacturer should include, among others, weights, dimensions, technical data, forces, speeds, pressures, flows, etc., related to the operation and use of the machine in general.
- ✓ Detailed Description in Greek, with drawings and photographs, regarding the organization and infrastructure of the supplier for Technical Support, in the prefecture of Thessaloniki, as well as relevant authorization from the manufacturer of the machine.
- ✓ The Table of Technical Characteristics of the tender notice has been completed. **(Annex 3)**
- ✓ Table of new, unused excavators with an operating weight of less than 15 tons, which have been placed on the Greek market during the last decade (reference list). The specific type of machinery and their buyers will be mentioned. It is pointed out that their number will have an important role in the evaluation. **(Annex 4)**
- ✓ A complete preventive maintenance program, based on operating hours, with a brief reference to the basic work of each service, the necessary consumables (filters, oils, etc.) and their cost for items approved by the manufacturer, which will be supplied by the Contractor.
- ✓ The Guarantee of Good Operation of the participant, which is desirable to be the longest possible, and not less than two (2) years.
- ✓ In addition to the above, other additional information can be submitted, which will help ThPA S.A. to form a more complete picture of the quality of the machine, the manufacturer, and the participant.

It is noted that participants must comply with the above instructions for the content and manner of presentation of the Technical Offer. The completeness of the offer and compliance with the above will be taken into serious consideration during the rating.

17. OTHER OBLIGATIONS

The obligations of the Contractor includes the issuance of a Type Approval (execution of procedures, costs), unless there is already a General Type Approval, which covers the specific machines.

In addition, the Contractor is obliged to deliver any other supporting documents of the manufacturer required for the issuance of the license plates of the Construction Machinery, and in general to assist ThPA S.A. in the process of issuing the license plates.

ATTACHMENTS:

1. Information Document on the Processing of Personal Data
2. Table of maintenance, service work, spare parts and consumables
3. Table of technical characteristics
4. Sales Report Status
5. Financial Offer Template
6. Main terms of the contract

The Procurement Division

ANNEX 1 INFORMATION DOCUMENT ON THE PROCESSING OF PERSONAL DATA

INFORMATION ON THE PROCESSING OF PERSONAL DATA, in accordance with article 13 of GDPR 679/2016 (accompanies the forms of **Applications for Participation** in Tenders-Notices-Offers, etc. of the Procurement and Investment Division of "ThPA S.A.").

The Société Anonyme under the name "Thessaloniki Port Authority" (ThPA S.A., Law 2688/99, Government Gazette 40A/1-3-99), based in Thessaloniki (Pier A, in Port, Postal Code: 54625, tel.: 2310 593 118-121), as legally represented, **hereby informs**, and in accordance with the provisions of the applicable legislation on the protection of personal data, and in particular of General Regulation EU 679/2016, **in its capacity as "Data Controller"**, the natural person (*hereinafter referred to as the "Data Subject"*), who signs the Application for Participation, the Offer or other form of similar purpose of the Procurement and Investments Division of "ThPA S.A.", and submits the required supporting documents, **either** for himself and as a representative of a sole proprietorship, **or** as a VAT - legal representative of the legal entity participating in the procedure, **or** with another similar capacity of legitimation, that "ThPA S.A." and its competent Services-Divisions-Departments (*as well as its employees, who act under its supervision, at its behest and on its behalf and within the framework of their responsibilities, and possibly others as joint "Y.E.", "Processors", third parties or recipients: other participants in the process, ministries, public authorities, Tax Offices, judicial authorities, etc., based on compliance with a legal obligation of the "Data Controller" or in the fulfillment of his/her duty or for the execution of a contract*), **collects, processes and keeps** the personal data referred to in the Application for Participation, the Offer or in another similar form of the Procurement and Investments Department of "ThPA S.A.", and in the accompanying documents, which the "Subject of Rights" voluntarily submits to "ThPA S.A.", either on his behalf (*sole proprietorship*) or on behalf of the legal entity he represents.

These data will be used for the purposes of processing the Application for Participation, the Offer or any other form with a similar purpose of the Procurement and Investments Department of "ThPA S.A.". The purpose of the processing may be: the evaluation of the Application/Offer, etc., the control of the details of the "Subject" or the company it represents, which the procedure requires, the assessment of the suitability of the "Subject" or the company it represents, as a candidate counterparty of the contract to be concluded with "ThPA S.A." or in the context of an intention to conclude a contract (*Article 6 par. 1b of the GDPR Application Decision 44*). Furthermore, "ThPA S.A." processes these data in order to communicate with the "Subject", whenever it deems it necessary, for issues related to the procedure, and for the harmonization of "ThPA S.A." with the requirements of the Regulation and the law (*compliance with its legal obligation, article 6 par. 1c' GDPR*). These data are kept in the competent Procurement Department **for the necessary period of time for the control of the Application/Offer, etc., and the data submitted by them, for the period of processing the procedure, for the period of submission of any objections and other legal remedies and remedies, which may be provided for internally or by law, for the period of fulfillment of the obligations of both parties and the limitation period of the claims of both parties and generally for as long as required by the letter and spirit of the Regulation for the Award of Subcontracting Contracts and Supplies and the relevant legislation and the contracts governing the operation of "ThPA S.A.", as they apply** from time to time. They are then archived, either on paper or electronically, in a way that does not provide access to unauthorized employees. Their safe destruction is provided for after the necessary period of time, as defined by the relevant legislation (*for the period until 23-3-2018, the provisions of article 191 §2 of Law 4610/2019 (A'70) apply, for the period after this point in time and the conversion of the "Data Controller" into an SA, the ultimate limitation period of the Civil Code applies*). *The provision of these data is necessary for this process and, if it is not provided by the "Data Subject", the relevant service will not be possible nor will the participation of the "Subject" in the process.*

The "Data Subject" has the right to submit a request to the "Data Controller" for: access-update, rectification, restriction of processing of the data concerning him/her, objection to processing as well as for erasure and portability, **always under the terms and restrictions of the applicable legislation** (*e.g. 17 par. 3, 20 par. 3, 23 GDPR*). These rights are exercised either by filling in the corresponding application-form available **at the Protocol and at the Procurement and Investment Division** of "ThPA S.A.", or by sending a letter to the address: "ThPA S.A.", Pier A, within the Port, Postal Code: 54625, Thessaloniki, tel.: 2310 593118-121, or by e-

mail to: dpo@thpa.gr. The "Controller" shall provide the "Data Subject" with information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any event **within one month** of receipt of the request. This deadline **may** be to be extended by two more months, if necessary, taking into account the complexity of the request and the number of requests (*see in more detail: Article 12 par. 3-4 GDPR*). Also, for any complaint, the "Data Subject" has the right to contact the Personal **Data Protection Authority** either in writing (*address: 1-3 Kifisias Street, P.C. 115 23, Athens*) or by e-mail (www.dpa.gr).

Thessaloniki, ___ / ___ /20___

I have taken note of this Information (*signed and in writing*):

ANNEX 2 – INDICATIVE TABLE OF PREVENTIVE & REGULAR MAINTENANCE HOURS, CRITICAL SPARE PARTS & CONSUMABLES

TABLE OF PREVENTIVE & REGULAR MAINTENANCE, CRITICAL SPARE PARTS AND CONSUMABLES, for a period of 5 years or 10,000 hours of operation				
To: Procurement Department of the Thessaloniki Port Authority S.A.				
From:				

S/N	Description	Manufacturer	Preventive maintenance (during operating hours)	Regular maintenance (during operating hours)	
		Model			
1	CRAWLER HYDRAULIC EXCAVATOR				
	Critical Parts and Consumables	Category (Critical Part or Consumable)	Number of Pieces by type of maintenance		Piece Price
1.1					
1.2					
1.3					
1.4					
...					

ANNEX 3 TABLE OF TECHNICAL SPECIFICATIONS

A/A	FEATURE	UNITS	MACHINE
1	Machine Manufacturer	-	
2	Machine Manufacturing Country	-	
3	Machine Type	-	
4	Operating Weight	kg	
5	Operating Width	mm	
6	Drive Length	mm	
7	Total Arm Length	mm	
8	Track Width	mm	
9	Number of Arm Hydraulic Cylinders	-	
10	Engine Manufacturer	-	
11	Engine Type	-	
12	Net Power / Revs	kW/RPM	
13	Engine Torque / RPM	Nm/RPM	
14	Average Fuel Consumption	lt/h	
15	Impact Volume	Liters	
16	Euro Stage	Number	
17	Rotation Speed	RPM	
18	Rotational Torque	kNm	
19	Bucket Excavation Force	kn	
20	Maximum Plumbing Flow	l/min	
21	Maximum Hydraulic Pressure	bar	
22	Tail Radius	mm	
23	Ground Clearance	mm	
24	Maximum Ground Excavation Distance	mm	
25	Bucket Construction Material	-	
26	Bucket Capacity / Width	m ³ /mm	

ANNEX 4 SALES REPORT STATEMENT

S/N	MACHINE TYPE & WEIGHT	YEAR	NUMBER	BUYER
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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25				

ANNEX 5 - FINANCIAL OFFER TEMPLATE

THESSALONIKI PORT AUTHORITY S.A. (THPA S.A.)

Project Title "FOR THE SUPPLY OF TWO (2) CRAWLER HYDRAULIC EXCAVATORS"

To: Procurement Division

From:

Company Details

Address

Tax Identification Number

Tax Office

P.C.

Tel.

Contact person

Contact person email

S/N	Description	Manufacturer & Factory Type	Quantity requested	Unit price excl. VAT [€]	Total excl. VAT [€]
1	CRAWLER HYDRAULIC EXCAVATOR		2		
				Total [€]	
				VAT 24% [€]	
				Grand Total	

Offer Validity

180 days

Terms of delivery (Incoterm 2020)

DAP Port of Thessaloniki

Delivery Time

Recommended Payment Method

Guaranteed Good Run Time

Supporting Documents for Participation

Status

I. Certificate of registration with the relevant chamber (domestic economic operators) or corresponding certificate/approval/license from the relevant authority of their country of origin (foreign economic operators), which will prove that the conditions of sub-paragraph 2.1.1 of paragraph 2.1.1 of Article 2 of the tender notice are met

YES/ NO

II. Solemn declaration by the participating natural person or the legal representative of the participating legal person that the provisions of article 2.1.2 do not apply grounds for exclusion and that there are no grounds to believe that these impediments will exist during the validity of the offer and any extensions thereof	YES/ NO
III. Solemn declaration by which the participant declares that he/she has been informed of the special requirements and particularities of the Scope of the Tender and fully and unconditionally accepts the terms of the tender notice	YES/ NO
IV. Solemn declaration by which the participant declares that he/she has read and accepts the Concession Agreement between the Greek State and ThPA S.A. (Law 4522 Government Gazette 39 A'/07.03.2018, as in force)	YES/ NO
V. The Information Document on the processing of personal data attached to Annex 1, signed by the participant in the case of a natural person or the legal representative of the participant in the case of a legal person or consortium or association of economic operators	YES/ NO
VI. In cases where the economic operator is a legal person, it submits the legalizing documents of establishment and legal representation (such as general certificate of changes from the General Commercial Registry, certificate of valid representation from the General Commercial Registry, last amended articles of association, decisions for the formation of administrative bodies into a body etc.) published in the General Commercial Registry, depending on the legal form of the participant. The above documents must show its legal establishment, the person(s) legally binding the company on the date of the tender (legal representative, right to sign, etc.), any third parties to whom power of representation has been granted, as well as their term of office	YES/ NO
VII. In case of participation of a foreign economic operator, equivalent supporting documents must be submitted by the competent bodies and authorities of the country of establishment of the participating foreign economic operator	YES/ NO
VIII. A brief presentation of the company that will include at least financial data for the last year, number of employees and clientele relevant to the scope of the tender	YES/ NO
IX. Letter of Guarantee for Participation in the tender procedure, with a duration of ≥ 180 calendar days counted from the deadline for submission of tenders, amounting to fifteen thousand euros (€ 15,000.00)	YES/ NO
X. Detailed table of new unused machinery related to the scope of the project according to the template below, for the last three years (2022 to 2024 – see Annex 4)	YES/ NO
XI. ISO 9001:2015 Quality Assurance System Certificates or equivalent issued by a recognized Institute or Organization established in a Member State of the European Union, which will bear the name or distinctive title of the participant	YES/ NO
XII. Technical characteristics of the proposed equipment per case (Technical offer)	YES/ NO
XIII. Proposed training program	YES/ NO

ANNEX 6 – Main Terms of the Contract

6.1 Performance Guarantee

6.1.1 In order to sign the contract, the Contractor is obliged to provide a Performance Guarantee, the amount of which is determined at a rate of up to five percent (5%) of the value of the contract excluding VAT and is deposited before or at the time of signing the contract. The Performance Guarantee will be in the form of a Letter of Guarantee for Good Performance on first request, by a creditworthy and recognized credit institution that operates legally in Greece.

6.1.2 As far as foreign economic operators are concerned, the Performance Guarantee must be issued by a reputable bank of international standing to an intermediary bank legally operating in Greece. Foreign economic operators submit a Performance Guarantee exclusively in the form of a Swift message, which must include at least the necessary information, namely: 1) To or Beneficiary, 2) In favor of or Applicant 3) Issuing bank (Bank or Guarantor) 4) Amount, duration, type of Letter of Guarantee (Letter of Guarantee for Good Performance) and text based on the subject of the contract.

6.1.3. In the case of consortia or associations of economic operators, a Letter of Guarantee of Good Performance shall be submitted either by the consortium or the association of economic operators in favour of its members individually and jointly and severally liable with the other members by virtue of their capacity as members of the association or consortium or by any economic operator participating as a member of the consortium or association.

6.1.4. The Letter of Guarantee for Good Performance has a duration of at least sixty (60) days plus the time of completion and delivery of the project and the signing of the Acceptance Protocol, and includes at least the following information:

- a) the date of its issuance,
- b) the issuer of the Letter of Guarantee,
- c) the person to whom it is addressed/the beneficiary of the Letter of Guarantee (ThPA S.A.),
- d) the number of the Letter of Guarantee,
- e) the amount covered by the Letter of Guarantee,
- f) the period of validity of the Letter of Guarantee,
- g) the full name, VAT number and address of the Contractor in whose favour the Letter of Guarantee is issued (in the case of a single Letter of Guarantee from a consortium or association of economic operators, all of the above are listed for each of its members),
- h) the purpose of issuing the Letter of Guarantee and more specifically that it covers in total and without discrimination the application of all the terms of the contract, which has as its object the assignment of the supply of identical, new and unused, tracked hydraulic excavators for the operational needs of ThPA S.A., and any claim of ThPA S.A. against the Contractor,
- (i) the following conditions:
 - (i1) the guarantee is irrevocably and unconditionally granted, and the issuer waives the right of division and division;
 - i2) the undertaking by the issuer of the Letter of Guarantee to pay the amount thereof in whole or in part within five (5) days after a simple written notification.

6.1.5. All costs, charges and bank charges, including those for the issuance, maintenance, extension and revocation of the Letter of Guarantee shall be borne by the Contractor.

6.1.6. The Letter of Guarantee for Good Performance is forfeited in the event of a breach of the terms of the contract, as specifically stipulated.

6.1.7. The Letter of Guarantee for Good Performance covers in total and without discrimination the application of all the terms of the contract and any claim of ThPA S.A. against the Contractor.

6.1.8. The Letter of Guarantee for Good Performance is returned to the Contractor after the completion and delivery of the entire project, the clearance of any claims of ThPA S.A. by the Contractor, the signing of the Acceptance Protocol and the submission of a Letter of Guarantee for Good Operation in accordance with the provisions of the contract.

6.2 Project Execution Time & Penalties

6.2.1. The delivery time of the supply in full operation will be determined by the participants in their offer. The delivery of the equipment will take place on working days and hours that will be jointly agreed between the Contractor and ThPA S.A.

6.2.2. In case of late delivery due to reasons related to acts or omissions of the Contractor or the manufacturer, ThPA S.A. may, in addition to any of its legal rights, impose on the Contractor a penalty clause for unproven damage, which is considered by both parties as reasonable, at a rate of 1% of the contract value, for each week of delay, with a maximum of 5%.

6.2.3. For the collection of the penalty clause, ThPA S.A. has the right either to withhold the amount from the remuneration to which the Contractor is entitled, or to request the forfeiture of the Letter of Guarantee for Good Performance by the corresponding amount.

6.2.4. No penalty will be imposed when the delay is not due to the fault of the Contractor or when the delay is due to force majeure events.

6.3 Guaranteed Good Operation Time and Good Operation Guarantee

6.3.1 The period of guaranteed good operation of the supply is at least two (2) years with the starting date being the date of signing the Acceptance Protocol. During the period of guaranteed good operation, the Contractor is responsible for the proper operation of the machinery and is obliged to compensate, at its own expense, any damage, imperfection, damage, unjustified wear or malfunction that may occur due to defective construction or defective material. In the event that the Contractor is unable to repair the damage or malfunction within a period of time set by ThPA S.A., THPA S.A., in addition to any of its legal rights, reserves the right to remedy the damage by its own actions by charging the said costs to the Contractor. In the event of a replacement of a part of the equipment, the new items to be replaced will necessarily be accompanied by a warranty equal to that of the offer.

6.3.2 The Contractor must submit a Letter of Guarantee for Good Operation, the amount of which is determined at a rate of up to five percent (5%) of the value of the contract without calculating VAT, with an expiration date of sixty (60) days after the expiration of the guaranteed good operation period, and which is submitted upon signing the Acceptance Protocol. Foreign economic operators submit a Letter of Guarantee for Good Operation exclusively in the form of Swift message, which is sent by a reliable bank of international prestige to the intermediate bank chosen by ThPA S.A. (more specifically Piraeus Bank).

6.3.3. Upon presentation of the Letter of Guarantee for Good Performance, the Letter of Guarantee for Good Performance will be returned to the Contractor.

6.3.4. The Good Operation Letter of Guarantee will be returned to the Contractor after the expiration of the guaranteed good operation period, and any extension thereof.

6.3.5. The Letter of Guarantee for Good Operation is forfeited in favor of ThPA S.A. in case of non-compliance of the Contractor with its contractual obligations, as a penalty clause and unproven compensation.

6.4 Payment Method

The company's standard policy provides for payment on credit sixty (60) days from the date of issuance of the invoice.

However, for this procurement, the method of payment will be determined after negotiation with the selected supplier and will be explicitly reflected in the terms of the final contract.

6.5 Other Obligations of the Contractor - Deliverables

The Contractor must deliver to ThPA S.A. the operation and operation manuals and the other deliverables detailed in Part B of this tender notice.

6.6 Price Adjustment

The prices offered are considered **fixed and final** and are not subject to adjustment for any reason or reason until the completion of the supply. For this reason, the participation of any interested party in the tender entails the explicit, unconditional and irrevocable waiver of any right to adjust the prices offered in their favor and which may arise from any other relevant provision.

6.7 Parts and Response Time

The contract will refer to the response time to critical and consumable spare parts related to the equipment as well as a list of them as mentioned in paragraph 10.2 of Article 10 of the tender notice.