

TED 095/2023

CALL FOR TENDERS

**FOR THE SUPPLY AND COMMISSIONING OF TWO (2) FOUR-ROPE ORANGE
PEEL MECHANICAL GRABS FOR ThPA S.A.**

TENDER SUMMARY DETAILS

OPEN TENDER	
ECONOMIC OPERATOR	<p>THESSALONIKI PORT AUTHORITY S.A Main line of business: Port services Address: Within the Port of Thessaloniki PC: 54625, Thessaloniki, Greece Tel.: +30 2310593121, Fax:2310510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr</p>
Deadline for the Submission of Bids	27/11/ 2023
Deadline for the Submission of Requests for clarifications	22/11/ 2023
Award Criterion	Most economically and technically advantageous bid based on price and qualitative criteria
Contact for Information /clarifications	<p>For the tender procedure Name: Ilias Samaras E-mail: isamaras@thpa.gr Telephone: +302310593206</p> <p>Name: Ioanna Efedaki E-mail: iefedaki@thpa.gr Telephone: +302310593206</p> <p>For technical issues Name: Ioannis Ioannidis E-mail: ioannidis@thpa.gr Telephone: +302310593503</p>

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PART A: GENERAL TERMS AND CONDITIONS

ARTICLE 1 - Object

1.1 Object

The object of this open call for tenders is the supply and commissioning of two (2) four-rope ready for use orange peel mechanical grabs (wire ropes included), whose technical specifications are analyzed in Part B of this tender. The grabs must comply with the provisions of the Machinery Directive 2006/42/EC and all applicable legislation. They must also comply with EN- ISO- DIN standards and bear a CE mark if is manufactured outside the EU.

1.2 Option right

ThPA S.A. reserves the right to award to the Contractor the supply and commissioning of one additional identical four-rope orange peel mechanical grabs, at the same price and under the same terms of the supply (sale price, delivery time, guarantee, etc.).

The option is activated by a unilateral declaration of ThPA S.A. no later than six months from the assignment of the first order. The activation of the option is at the sole discretion of ThPA S.A.

ARTICLE 2 – Eligibility of Participation

2.1 Participation in the procedure for the award of this contract is open to legal entities and, in the case of associations of economic operators, their members with premises in a Member State of the European Union, carrying on a professional activity related to the object of the services to be provided herein.

2.2 Candidates shall:

1. **Not be** in a state of bankruptcy, liquidation, or compulsory receivership.
2. **Not have been** irrevocably convicted (the administrators for the case of limited partnerships or limited liability companies or Private Companies-IKE, the Chairman and the CEO for the case of S.A.'s and the natural persons performing management duties in other cases) for:
 - a) Participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 for fight against organized crime (OJ L 300, 11.11.2008, p. 42) and the crimes of Article 187 of the Criminal Code (criminal organization)
 - b) bribery as defined in Article 3 of the Convention on the fight against corruption involving EU officials or officials of EU countries (C-195 6/25/1997, 195) 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 the crimes under Articles 159A (bribery of politicians), 236 (bribery of an employee), 237 par. 2-4 (bribery of court officials), 237A par. 2 (trade of influence through intermediaries), 396 par. 2 (bribery in the private sector) of the Criminal Code;
 - c) fraud against 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 combating, through criminal law, fraud against financial interests of the Union (L 198 / 28.07.2017)
 - d) terrorism or crimes related to terrorist activities as defined, respectively, in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) or moral instigation or complicity or attempt to commit 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 No. 4829/2020 (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 money laundering or for the financing of terrorism, amending Regulation (EU) no. 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC

of the European Parliament and the Commission Directive 2006/70/EC (OJ L 141/05.06.2015) and the crimes of articles 2 and 39 of Law No. 4557/2018 (A' 139)

f) child labor and other forms of trafficking, 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 the protection of victims replacing Council Framework Decision 2002/629/JHA (OJ L 101), which was incorporated into national law by Law No. 4198/2013 (A' 215), and the crimes of article 323A of the Criminal Code (trafficking in human beings)

g) the crimes of Articles 375 of the Criminal Code (embezzlement), 386-388 of the Penal Code (fraud), 385 of the Criminal Code (extortion) 216-218 of the Criminal Code (forgery), 224 of the Criminal Code (bribery), 235-237 of the Criminal Code (bribery) and 398 of the Criminal Code (fraudulent bankruptcy).

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

2.4 In the case of an Offer by an association of economic operators, all its members are wholly liable to ThPA S.A. for the fulfillment of all obligations arising from and / or on the Contract.

ARTICLE 3 – Delivery time

3.1 The time for execution and delivery of the entire project (supply and commissioning) will be proposed by the bidders in their bid and shall be evaluation criterion.

3.2 In the case that the whole project is not completed in due time and within the contractual period or any extension agreed in writing between the parties, because of the fault of the Contractor, ThPA S.A. may, in addition to any of its legal rights, impose a penalty clause of 1% on the contractual value (excluding VAT) for each week of delay, with a maximum of 5%.

ARTICLE 4 - Provision of Clarifications on the Call & Language

Requests for clarifications shall be submitted electronically to the procurement department of ThPA SA at the email addresses isamaras@thpa.gr and iefedaki@thpa.gr, no later than five (5) days before the closing date for the submission of bids. Requests for clarification submitted in any other way will not be considered. The clarifications shall be posted on the ThPA SA website www.thpa.gr.

The official languages of the proceedings are Greek and English. All details of the bids shall be either in Greek or English (provided that they are drafted in the language of their country of origin) and accompanied by an official translation into one of the above languages. In case of disagreement, the prevailing wording shall always be the translation into one of the official languages of the herein.

ARTICLE 5 - Bid Submission Way and Time

Bids shall be submitted by the economic operators no later than **27/11/2023** and until 16:00, in the following email addresses isamaras@thpa.gr and iefedaki@thpa.gr also keeping copy to gpapageorgiou@thpa.gr by sending a locked file folder and they shall not be dependent on any other term, condition, proviso or reservation. The password shall be sent to the above Email addresses after the deadline for submission of bids, upon notice to the participants. After the tender closing date and time, the bid cannot be submitted. Any bids submitted late will be disregarded.

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

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

6.2 Candidates participate in the tender procedure at their own risk and are not entitled to any compensation for expenses related to their participation in the tender procedure and the preparation and submission of their bid.

Each participant is solely responsible to be informed of all the terms of the tender.

ARTICLE 7 - Bid Validity Period & Award Criterion

7.1 Bids submitted are valid and bind the participants for a period of **one hundred and eighty (180) days** from the deadline of the submission of the bids. Bids that are valid for a shorter period will be rejected **as unacceptable**.

7.2 The validity of the bid may be prolonged, if requested by ThPA S.A., prior to its expiry, for a maximum period of time equal to the initial bid validity period specified in the Call.

7.3 The award criterion is the most advantageous offer based on the price and quality criteria mentioned in Article 12 hereof.

ARTICLE 8 - Bid Content

8.1 The bid details and the participation documents of the tender are defined as follows:

- a) Technical Specifications of the proposed equipment and supporting documents,
- b) Financial Bid
- c) Document for Personal data, according to Annex 1 for GDPR 679/2016

The elements of the bid and the participation documents are submitted in different subfolders.

8.2 In all other respects, alternative bids, counteroffers or amended bids or any proposals that may be construed as counteroffers shall not be considered and shall be rejected.

ARTICLE 9 - Technical Bid

9.1 The Technical Bid is drafted according to the template in Annex 2 and bears the seal of the bidder and the signature of their legally authorized representative.

9.2 The column "Description (1.General Requirements -12.Offer Validity)" of Annex 2 lists the technical specifications of the requested spreader and the bidders are invited to fill in the following columns the technical characteristics of the item they offer.

Additionally, participants are requested to submit the following documents:

- General drawings, analytical technical description, documenting the compliance of the supply in question offered with the technical requirements,
- Analytical description of the maintenance program, including a relevant timetable and educational materials,
- Short presentation of representatives and partners in Greece, if any or in the nearest country,
- Presentation of the infrastructure for the provision of technical support (aftersales service),
- Any other item that the tenderer deems necessary.

ARTICLE 10 - Financial Bid

10.1 The Financial Bid is drafted according to the template in Annex 3 and bears the seal of the bidder and the signature of their legally authorized representative.

The Financial bid shall include among others, the following:

- a) the time of bid validity, in accordance with article 7 of the Call,
- b) the delivery time and time schedule, in accordance with article 3 of the Call,
- c) the warranty time,
- d) Transportation costs (if any), the preferable is the delivery to be under DAP incoterm,
- e) the signature of the legally authorized representative of the participating economic operator and a certificate of registration in the relevant chamber (national economic operators) and a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators).

10.2 Consumables and spare parts

Participants are requested to submit a financial bid both for spare parts and consumables (in a list with prices), at the manufacturer's discretion, which are expected to be required within a five-year period. The bid shall indicate the price per item and the time delivery. ThPA S.A. can be supplied, at his sole discretion, as it deems necessary.

ARTICLE 11 - Participation documents

To prove that the Candidates meet the conditions of participation and the selection criteria of article 2, they shall submit the following supporting documents:

To prove compliance with the eligibility criteria for participation of article 2:

- i. A certificate of registration in the relevant chamber (national economic operators) or a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators).
- ii. A Solemn Declaration of the Authorized Representative of the Candidate that the person specified in paragraph 2.2 does not establish (nor in the individual legal entities in an Association of Economic Operators) reasons for exclusion and that there is no reason to believe that these obstacles will occur during the validity of the offer and any extensions thereof, and that he has not had or has any contact with the other Bidders regarding the price, the submission of the offer or its terms. After the award of the Contract and before its signing, the selected economic operator shall provide the relevant certificates and other supporting documents that will be requested by the Contracting Entity (e.g. copy of criminal record, tax and insurance information, GEMI certificate, a single certificate of judicial solvency from the competent Court of First Instance, or corresponding documents in accordance with the law of the Member State of establishment, etc.).

NOTE: The Solemn Declarations submitted in accordance with this call, if drawn up by Greek citizens living in Greece, shall either be in the form provided for in article 8 par. 2 of Law 1559/1986 or digitally published through the website <https://www.gov.gr/> or have an advanced digital signature.

ARTICLE 12 – Evaluation & Awarding Criteria

12.1 The opening of bids will take place without the presence of participants.

During the evaluation, ThPA S.A. may address requests to the participating economic operators concerned for clarifications and the economic operators must provide clarifications within the deadlines set.

ThPA S.A. reserves the right to request revised bids.

12.2 The award criterion is the most economically and technically advantageous bid based on the best value for money, estimated on the basis of the price and the following criteria.

Criterion	Importance	Criterion rating
Technical evaluation of proposed design/solution	40%	80-120
Time of delivery	30%	80-120
Warranty	15%	80-120
After Sales	15%	80-120

The rating of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a maximum score of 100, provided that the requirements of the Call are exactly met. For more details, features or data for the equipment the criterion can be increased to a maximum of 120 points. In cases where the requirements are not fully met or exceeded, the score is set to the lower and upper limit respectively. The

weighted score for each criterion will be derived from the product of the individual weighting coefficient on its score and the total derived from the Body sum of the weighted scores.

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

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

whereby:

B_{max} → is the overall rating received by the best Technical Bid

B_i → is the overall rating of the Technical Bid i

K_{min} → the total comparative cost of the Bid with the lowest price

K_i → the total comparative cost of the Bid i

Λ_i → Total score of offer, which is rounded to 2 decimals

The bid with the largest Λ will prevail.

In the case of equivalent bids, i.e. bids with the same total final score (Λ_i) between two or more bidders, the assignment shall be made to the bid with the highest technical bid score.

ARTICLE 13 – Price Adjustment

The offered prices are considered **fixed and final** and are not subject to adjustment for any reason and cause until the end of the project. The participants acknowledge the current market and state that their offers are binding. For that reason, the participation of any interested party in the tender entails his explicit, unconditional and irrevocable waiver from any right to adjust the offered prices and possibly resulting from another relevant provision.

ARTICLE 14 – Contract

14.1 After the announcement of the tender result, a contract is signed between ThPA S.A. and the selected economic operator.

14.2 If the selected economic operator fails or refuse to sign the main contract or modify its essential terms, especially regarding the delivery time, ThPA S.A. reserves the right to compensation for any direct or consequential damage in accordance with the provisions of the Procurement Regulation of ThPA S.A.

ARTICLE 15 - Special terms

15.1 Letter of Guarantee

For the signing the contract, the Contractor is required to submit as a guarantee for the proper performance of the project, a Performance Guarantee, the amount of which is set at a rate of up to 5% of the value of the contract, excluding VAT, and the Contractor shall submit it before or at the signing of the contract.

The Performance Guarantee covers in full and without distinctions the implementation of all contractual terms and any claim of ThPA S.A. against the Contractor.

The Performance Guarantee can also be fulfilled as bank deposit on ThPA S.A. bank account or in the form of a Swift message. The Swift message shall include as a minimum the necessary particulars, namely: 1) To or Beneficiary, 2) In favor of or Applicant 3) Bank or Guarantor 4) Amount, Duration, Type of Letter of Guarantee and text based on the signed.

The Performance Guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stated therein.

The Performance Guarantee shall be returned to the Contractor after the successful completion and delivery of the project, the settlement of any claims of ThPA S.A. against the Contractor, the signing of the Final Acceptance Protocol and the submission of the Performance Guarantee Bond according to article 15.3.

15.2 Warranty

The minimum accepted performance warranty period is at least two (2) years, for the total of the object of the herein (parts and cables) starting on the date of signing of the Final Acceptance Protocol. During the warranty period, the Contractor is responsible for the proper operation of the whole project and must replace any product deemed unsuitable or not meeting the specifications of the contract with another of similar value and quality, without any additional fee, as well as to remedy any deficiency and correct any damage or malfunction that occurs, in order for the project to operate normally in accordance with the terms of this contract. In general, during warranty period, the Contractor is responsible and is obliged to restore any damage, defect, unjustified wear or malfunction that occurs due to defective construction or defective material.

In the event that the Contractor within the performance warranty period is unable to restore the damage or malfunction within a period of time specified by THPA S.A., ThPA S.A., in addition to any legal right it may have, reserves the right to restore it by its own actions, charging the relevant costs to the Contractor. In the event of replacement of a spare part of the equipment, the new components shall be accompanied by a guarantee of equal time to that of the bid.

If the equipment is replaced, the warranty period shall be extended accordingly.

15.3 Performance Guarantee Bond

After the completion and delivery of the project and the settlement of any claims of ThPA S.A. against the Contractor, upon signing of the Final Acceptance Protocol, the Contractor shall submit to ThPA S.A. a Performance Guarantee Bond, the amount of which will be five percent (5%) on the contractual value excluding VAT, with an expiry date of sixty (60) days after the end of the warranty period.

The Performance Guarantee Bond must be issued by an internationally reputed bank and can also be fulfilled as bank deposit on ThPA S.A. bank account or in the form of a Swift message. The Swift message shall include as a minimum the necessary particulars, namely: 1) To or Beneficiary, 2) In favor of or Applicant 3) Bank or Guarantor 4) Amount, Duration, Type of Letter of Guarantee and text based on the signed.

Any claims of ThPA S.A. of any kind for any reason against the Contractor shall be collected by ThPA S.A. by forfeiting the Guarantee.

The Performance Guarantee Bond is forfeited in the event of a breach of the terms of the contract, as specifically defined.

The Performance Guarantee Bond covers entirely and without exceptions the warranty period of the contract terms and any claim of ThPA S.A. against the Contractor.

The Performance Guarantee Bond will be returned to the Contractor after sixty (60) days from the end of the warranty period.

15.4 Payment method

The Contractor's payment will be made as follows:

- An amount of **thirty percent (30%)** of the value of the contract object, excluding VAT, as an advance payment upon signing the contract. In order to make the advance payment, it is necessary to submit an equivalent Advance Payment Bond at the signing of the contract. The Advance Payment Bond covers in totality and without exceptions the observance of all the terms of the contract and every claim of ThPA S.A. against the Contractor.
- An amount of **forty percent (40%)** of the value of the contract object, excluding VAT, at the delivery of the equipment.
- The remaining amount of **thirty percent (30%)** after the signing of the Final Acceptance Protocol within 60 days from the date of issue of the invoice. After the signing of the Final Acceptance Protocol and the submission of the Performance Guarantee Bond according to article 15.3 the Advance Payment Bond is returned.

ARTICLE 16 - Scheduled Maintenance

The Contractor shall perform the two periodical maintenance sessions, scheduled by the manufacturer, at his expense and responsibility (materials-lubricants-labour).

The first maintenance performed to make the necessary settings after the entry into service is not considered to be a periodical maintenance.

ARTICLE 17 - Obligations of the Contractor

The Contractor must submit to ThPA S.A. the following, in case of work operation at the Port of Thessaloniki:

- ThPA S.A. reserves the right to ask for the removal or replacement of any of the Contractor's employees deemed inappropriate or violates the instructions regarding the proper technique and the security measures to be observed. The Contractor must, during the execution of the project, comply with the security policies applied by ThPA S.A. and related to access to information, observing the applicable regulations and procedures.
- All required works will be performed in accordance with the Greek and European regulations governing these constructions. During the execution of the works, the Contractor and his staff must fully apply all safety measures provided for by the relevant legislation and undertakes to comply with the legal provisions and the technical and scientific rules in matters of health and safety in the workplace, for all the employees involved or not, including those indicatively mentioned in the guide to health and safety at work of ThPA SA, of which he became aware. Its personnel must also take note of the Health and Safety of Employees Regulation (Decision 2643/27.6.2005) of ThPA S.A., with the provisions of which it must comply.
- The Contractor represents and warrants to execute the object of the contract with his own staff and means in an appropriate manner, under the terms of the contract and the rules of art and science and hereby confirms to be, towards ThPA S.A, solely responsible for any act or omission. Furthermore, the Contractor bears full and exclusive responsibility for the suitability, legal provision of work and residence in the country of the persons employed in the performance of the work resulting from the contract. The Contractor bears full and exclusive civil and criminal liability for any accident or damage caused to ThPA S.A., his staff or the staff of ThPA S.A. or to any third party, during the execution of the works or on its occasion, due to his own actions or actions of his staff that will be employed until the expiration of the Contract. If an accident occurs, the Contractor will make all the required announcements.
- The Contractor is obliged, at his own expense, to procure, install and operate any machinery, tools, materials and supplies, necessary or useful for the performance of the project completion. Such machinery, tools, materials and supplies, used temporarily or permanently in the project, shall be suitable for the intended use and shall provide complete safety for the project and the personnel. ThPA S.A. bears no responsibility for any loss of materials, parts, machinery and tools of the contractor, who must ensure their adequate and effective storage.
- The Contractor is obliged to ensure that his staff has the statutory licenses, the necessary experience required to provide the works, shall use appropriate machines that have a legal license in order to fulfill his obligations and generally acquire any required insurance against all risks for both the staff employed and the machinery throughout the term of the contract. The Contractor shall take out any required insurance against all risks for both the personnel it employs and the machinery throughout the duration of the contract.

The Contractor in case of work operation at the Port of Thessaloniki is required to have at least the following:

- The Contractor's employees will wear constantly the Personal Protective Equipment (PPE), will strictly comply with all instructions given by ThPA S.A. indoor/outdoor facility signing and will place warning signs about the risks posed during the performance of their work.

- The Contractor has all the responsibilities of the employer for his staff, namely payroll and contributions in favor of the main and auxiliary insurance funds. The Contractor shall be responsible for the payment of all taxes arising from its payment.
- The Contractor assumes the costs of moving or transporting/shipping materials and equipment, throughout the duration of the contract and warranty period.
- The Contractor shall, during the term of the contract, look after the interests of ThPA S.A., act lawfully in good faith and take any action only with the written consent of ThPA S.A..
- The Contractor undertakes not to engage in activities incompatible with its obligations against ThPA S.A.
- It is expressly agreed that the Contractor is independent, will not act as an agent of the ThPA S.A. nor will it make any relevant act of representation of the ThPA S.A. The Contractor shall have no authority to bind ThPA S.A. or to incur obligations on behalf of ThPA S.A..
- It is prohibited to assign to third parties part or all of the Contractor's obligations as well as to assign part or all of its rights arising from this contract without the prior written consent of ThPA S.A..
- The Contractor shall not assign part or all of the work entrusted to him to a subcontractor without the written consent of ThPA S.A..

ARTICLE 18 - Termination of agreement

ThPA S.A. reserves the right to terminate the contract at any time and without compensation, by giving notice to the Contractor in writing, the effects of which will take effect immediately on receipt of the notice of termination. The O.L.T. A.A. also reserves the right to exercise any other right granted to it by law.

PART B: TECHNICAL SPECIFICATIONS

In the table below, are provided the desired specifications of the equipment.

PARAGRAPH	DESCRIPTION	
1. GENERAL REQUIREMENTS	1.1. Scope of Tender	TWO (2) + ONE (1) as option 4-Rope Scrap Grabs
	1.2. Manufacturer	Manufactured in EU-by-EU Manufacturer
	1.3 Configuration	4 ropes, (2 holding- inside ropes, 2 closing- outside ropes)
	1.4 Density of product	Scrap Iron 1,0 to 1,4 ton/m ³
	1.5 Type of handled material	Scrap Iron for recycling, both shredded and heavy pieces
	1.6 Crane Lifting Capacity	30 ton
2. DESIGN CRITERIA	2.1 Scrap Grab Min Water Volume, 100% closed	14,0 m ³
	2.2 Scrap Grab approximate Dead Weight	12,0 ton (+/-1,0t)
	2.3 Scrap Grab Drawing	should be submitted
	2.4 Location of Wire rope Socket	Wire rope socket at the bottom pulleys
	2.5 Number & Configuration of Pulleys	Four Pulleys on Top & Four Pulleys on Bottom
	2.6 Pulleys Mounting	Pulleys on Roller Bearings (preferably)
	2.7 Closing Wire rope Protection System	Top to Bottom Pulleys Alignment System (preferably)
	2.8 Closing Wire rope Guiding System	2 x 4 Large Hardox Guiding Rollers (preferably)
3. STRUCTURE	3.1 General Structure	Heavy Duty Design
	3.2 Number of grab shells	Six (6) Closing Shells with small to medium sized plates
	3.3 Min Wire Rope Diameter (mm)	32mm
	3.4 Distance between Holding Ropes (mm)	about 300mm
	3.5 Distance between Closing Ropes (mm)	about 750mm
	3.6 Rope Length (m)	indicative 26,0 m
	3.7 Withdraw Length (m)	indicative 12,0 m
	3.8 Lifting Lugs in each leg	with WLL 7,5 t

PARAGRAPH	DESCRIPTION	
4. MATERIALS	4.1 Grab shells	HARDOX 450 or equivalent or superior
	4.2 Pulley Blocks & Structural Parts	S355 material or equivalent or superior
	4.3 Pulleys & Arms	S355 material or equivalent or superior
	4.4 Axles & Articulation Pins	42CrMo4 or equivalent or superior
	4.5 Bolts	10.9 or equivalent
5. MECHANISM	5.1 Lubrication System	Manual with grease pump
	5.2 Type of Bearings	European Cylinder Roller Bearings <i>(preferably)</i>
	5.3 Lifting Lugs	4 lugs with 5ton capacity each
6. PAINTING	6.1 Cleaning and substrate preparation	according to ISO 12944-4
	6.2 Sand blasting	according to Swedish Standard SA 2,5
	A. Min Priming coating	70 µm
	B. Min Intermediate Coating	100 µm
	C. Min Finish Coating	70 µm
	D. Min Total Thickness	240 µm
7.CERTIFIACATION, STANDARDS	2006/42/EC Directive & EN Standards	
8. DELIVERY TIME	Preferably less than eight (8) months and no more than eighteen (18) months	
9. WARRANTY	Min requirement warranty time :	2 years
10. DOCUMENTATION	Manuals	Operation Manual, Maintenance Instructions and Spare Parts Catalogue in two Copies preferably in Greek or English and in electronic format
11. TESTS	Operational testing	18 hours well functioned without any problem for each scrap grab

Annexes:

1. Information document regarding the processing of personal data
2. Sample form for reply on Technical Specifications
3. Sample form for reply for Financial Bid

The Chief Executive Officer

Arie Koppelaar

ANNEX 1: INFORMATION DOCUMENT FOR THE PROCESSING OF PERSONAL DATA

UPDATE ON THE PROCESSING OF PERSONAL DATA, pursuant to Article 13 of the GDPR 679/2016 (accompanies the **Application Forms** in Tenders-Calls-Offers etc. of the Procurement and Investment Division of "ThPA SA").

The Société Anonyme under the name "Thessaloniki Port Authority" (ThPA SA, Law 2688/99, GG 40A/1- 3- 99), having its registered office in Thessaloniki (Pier 1, inside the Port PC: 54625, tel.: 2310 593 118- 121), as legally represented, hereby **informs** and, in conformity with the provisions of the applicable legislation on the protection of personal data, and, the General Regulation EU 679/2016 in particular, **in its capacity as a "Data Controller"**, the natural person (*hereinafter the "Data Subject"*), who signs the Application Form, the Offer or other similar form of the Procurement and Investment Division of "ThPA SA" and submits the necessary supporting documents, **either** on its behalf, as a representative of a private company **or** as a natural person -legal representative of the participant in the legal person procedure, **or** in another similar legitimizing capacity, that ThPA SA and its competent Services-Divisions-Departments (*such as its employees, acting under its supervision, by order and on its behalf and within the framework of their powers and, possibly with others, jointly referred to as "Controllers" and "Processors", third parties or recipients: other participants in the procedure, Ministries, public authorities, Tax Offices, Judicial Authorities etc. based on the compliance with the legal obligation of the "Processor" or in fulfilment of his duty or for performance of a contract*), **collects, processes and retains** the personal data included in the Application Form, Offer or any other document of the Procurement and Investment Division of "ThPA SA" and in its accompanying documents, which are voluntarily submitted to "ThPA SA" by the "Data Subject" either on his behalf (*private company*) or on behalf of the legal person representing it.

This data will be used for the purposes of handling the Application Form, the Offer or any other similar document of the Procurement and Investment Division of "ThPA SA". The purpose of processing may be: The evaluation of the Application/Offer etc., the verification of the details of the «Data Subject» or the company that it represents, required by the procedure, the evaluation of the suitability of the «Data Subject» or the company it represents, as a candidate counter-party towards the conclusion of a contract with "ThPA SA" or with a view to concluding a contract (Article 6, par.1b GDPR Expl.44). Furthermore, "ThPA SA" processes such data in order to communicate with the "Data Subject" whenever it considers it to be necessary, on issues relating to the procedure and for reconciling "ThPA SA" with the requirements of the Regulation and law (*compliance with his legal obligation, Article 6, par 1c GDPR*). This data is kept at the competent Procurement Department for **as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfilment of both parties' obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA SA, as applicable.** Then, they are filed, either on paper or electronically in such a way that access is not authorized to non-authorized employees. After the elapse of the necessary time period, they will be safely destroyed, as provided for by the relevant legislation (*the provisions of Article 191 §2 of Law 4610/2019 (A '70) apply for the period up to 23- 3- 2018, while, the maximum limitation period laid down in the Civil Code shall apply from then on and for the conversion of the Processor into a SA*). The provision of such data is necessary for this procedure and, failure of the "Data Subject" to provide them will lead to the inability of the Data Subject to participate in the procedure and the impossibility of providing such service.

The "Data Subject" can submit a request to the "Data Controller" on: Access-information, correction, limitation of the processing of data regarding it, objection to processing, erasure of data and data portability **subject to the conditions and limits laid down by the applicable legislation** (*e.g. 17 par.3, 20 par.3, 23 GDPR*). These rights are exercised either by filling in the relevant application form available **on the Protocol and the Investment and Procurement Division** of "ThPA SA", or by sending a letter to the address: "ThPA SA", Pier 1, within the port, PC: 546, Thessaloniki, tel: 2310 593118- 121, or by sending an email to the address: dpo@thpa.gr. The "Data Controller" provides to the "Data Subjects" will all relevant information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any case **within one month** from receipt of the request. This deadline may be extended by a further period of two months, if necessary, taking into account the complexity of the request and the number of requests (*see for more details: article 12 par. 3 of the GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: *Kifisias 1 - 3, P.C. 115 23, Athens*) or via email (www.dpa.gr).

Thessaloniki, ___ /___ /20___

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

ANNEX 2: Technical specifications Sample form

PARAGRAPH	DESCRIPTION	PROPOSAL	COMMENTS / DEVIATIONS	REF. OR DESCRIPTION IN BIDDER'S PROPOSAL
1. GENERAL REQUIREMENTS	1.1. Scope of Tender	TWO (2) + ONE (1) as option 4-Rope Scrap Grabs		
	1.2. Manufacturer	Manufactured in EU-by-EU Manufacturer		
	1.3 Configuration	4 ropes, (2 holding- inside ropes, 2 closing- outside ropes)		
	1.4 Density of product	Scrap Iron up to 1,4 ton / m ³ (compressed)		
	1.5 Type of handled material	Scrap Iron for recycling, mostly shredded than heavy pieces		
	1.6 Crane Lifting Capacity	30 ton		
2. DESIGN CRITERIA	2.1 Scrap Grab Min Water Volume, 100% closed	14,0 m ³		
	2.2 Scrap Grab approximate Dead Weight	12,0 ton (+/-1,0t)		
	2.3 Scrap Grab Drawing	should be submitted		
	2.4 Location of Wire rope Socket	Wire rope socket at the bottom pulleys		
	2.5 Number & Configuration of Pulleys	Four Pulleys on Top & Four Pulleys on Bottom		
	2.6 Pulleys Mounting	Pulleys on Roller Bearings (preferably)		
	2.7 Closing Wire rope Protection System	Top to Bottom Pulleys Alignment System (preferably)		
	2.8 Closing Wire rope Guiding System	2 x 4 Large Hardox Guiding Rollers (preferably)		
3. STRUCTURE	3.1 General Structure	Heavy Duty Design		
	3.2 Number of grab shells	Six (6) Closing Shells with small to medium sized plates		
	3.3 Min Wire Rope Diameter (mm)	32mm		
	3.4 Distance between Holding Ropes (mm)	about 300mm		
	3.5 Distance between Closing Ropes (mm)	about 750mm		
	3.6 Rope Length (m)	indicative 26,0 m		
	3.7 Withdraw Length (m)	indicative 12,0 m		
	3.8 Lifting Lugs in each leg	with WLL 7,5 t		

PARAGRAPH	DESCRIPTION	PROPOSAL	COMMENTS / DEVIATIONS	REF. OR DESCRIPTION IN BIDDER'S PROPOSAL
4. MATERIALS	4.1 Grab shells	HARDOX 450 or equivalent or superior		
	4.2 Pulley Blocks & Structural Parts	S355 material or equivalent or superior		
	4.3 Pulleys & Arms	S355 material or equivalent or superior		
	4.4 Axles & Articulation Pins	42CrMo4 or equivalent or superior		
	4.5 Bolts	10.9 or equivalent		
5. MECHANISM	5.1 Lubrication System	Manual with grease pump		
	5.2 Type of Bearings	European Cylinder Roller Bearings (<i>preferably</i>)		
	5.3 Lifting Lugs	4 lugs with 5ton capacity each		
6. PAINTING	6.1 Cleaning and substrate preparation	according to ISO 12944-4		
	6.2 Sand blasting	according to Swedish Standard SA 2,5		
	A. Min Priming coating	70 µm		
	B. Min Intermediate Coating	100 µm		
	C. Min Finish Coating	70 µm		
D. Min Total Thickness	240 µm			
7.CERTIFIACATION, STANDARDS	2006/42/EC Directive & EN Standards			
8. DELIVERY TIME	Preferably less than eight (8) months and no more than eighteen (18) months			
9. WARRANTY	Min requirement warranty time :	2 years		
10. DOCUMENTATION	Manuals	Operation Manual, Maintenance Instructions and Spare Parts Catalogue in two Copies preferably in Greek or English and in electronic format		
11. TESTS	Operational testing	18 hours well functioned without any problem for each scrap grab		
12.OFFER VALIDITY	180 days after the expiry date of offers submission			

Submitting Company

(Stamp & Signature)

ANNEX 3: Financial Bid Sample form

FINANCIAL BID FORM	
Project Title: "Supply of two (2) rope orange peel grabs ready for use for ThPA S.A."	
To: Procurement & Investments Department of Thessaloniki Port Authority SA	
From:	
Company details	
Address	
Tax Office	
P.C.	
Contact person name	
Contact person email	
Contact prson phone number	

S/N	Description	Unit Price	Total Price
1	Two (2) Orange Peel Grab according to provided specifications	€	€
		Total [€]	€
		Grand total	€

Bid duration	180 days
Delivery Time (months)	
Warranty Time (months)	
Delivery terms (Incoterm 2020)	DAP Port of Thessaloniki
Time of delivery	
The two periodical maintenance session, will be scheduled by the manufacturer, at his expense and responsibility (materials-lubricants-labour)	Yes