

**TED 137/2025**  
**REQUEST FOR PROPOSAL (RfP)**

**FOR THE SUPPLY AND COMMISSIONING OF TWO (2) MOBILE HARBOR CRANES FOR**  
**ThPA S.A.**

<b>Open RFP</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY S.A.</b> Main activity: Port services Address: Within the Port of Thessaloniki, Pier 1 PC: 54625, Thessaloniki, Greece Tel.: +30 2310 593 118 Email: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Website: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for the Submission of Bids</b>	<b>16/ 12/ 2025</b>
<b>Deadline for the Submission of Requests for clarifications</b>	<b>08/12/ 2025</b>
<b>Award Criteria</b>	Most financially and technically advantageous bid based on price and qualitative criteria
<b>Contact for Information / Clarifications</b>	<b>E-mail:</b> <a href="mailto:procurements@thpa.gr">procurements@thpa.gr</a>  Name: <b>Ilias Samaras</b> E-mail: <a href="mailto:isamaras@thpa.gr">isamaras@thpa.gr</a> Telephone: +30 2310 593 206  Name: <b>Kyriakos Kelidis</b> Email: <a href="mailto:kkelidis@thpa.gr">kkelidis@thpa.gr</a> Τηλ: +30 2310 593 333

## Table of Contents :

<b>PART A – GENERAL &amp; SPECIFIC TERMS .....</b>	<b>3</b>
ARTICLE 1-OBJECT & DEFINITIONS .....	3
ARTICLE 2 – RfP Participants Eligibility - Qualitative Selection Criteria .....	3
ARTICLE 3 - Project Delivery Time .....	4
ARTICLE 4 - Provision of Clarifications on the RfP & Language .....	5
ARTICLE 5 - Bid Submission Method and Deadline .....	5
ARTICLE 6 - Extension, amendment, addition, postponement, renewal or cancellation of the RfP.....	5
ARTICLE 7 - Bid Validity Period & Award Criterion .....	5
ARTICLE 8 - Bid Contents .....	5
ARTICLE 9 - Technical Bid.....	6
ARTICLE 10 - Commercial Bid, Financial Bid .....	6
ARTICLE 11 - Participation Documents .....	6
ARTICLE 12 - Evaluation & Awarding Criteria .....	7
ARTICLE 13 - Price Adjustment .....	8
ARTICLE 14 - Contract .....	8
<b>PART B – TECHNICAL SPECIFICATIONS .....</b>	<b>8</b>
A. Crane Main Characteristics.....	8
B. Indicative Technical Description.....	9
B.1 Forward .....	9
B.2 Chassis .....	9
B.3 Superstructure.....	10
B.4 Tower.....	12
B.5 Boom .....	13
B.6 Safety Equipment .....	13
B.7 Electric Equipment.....	14
B.8 Indicative Optional Equipment.....	15
Annex 01 - INFORMATION DOCUMENT FOR THE PROCESSING OF PERSONAL DATA .....	17
Annex 02 - General Contract details.....	19
A. Letter of Guarantee Policy.....	19
B. Special terms of Contract .....	19
Annex 03 - Commercial Bid Details .....	22
Annex 04 - Financial Bid.....	22
Annex 05 - Technical Bid Details.....	22
Annex 05.2 - List of Approved Suppliers.....	22
Annex 06 - Preventive & Routine maintenance table .....	22
Annex 07 - Experience table based on sales of same or similar machinery.....	22

## PART A – GENERAL & SPECIFIC TERMS

### ARTICLE 1-OBJECT & DEFINITIONS

#### a. OBJECT

**1.1.** The object of this open Request for Proposal (hereinafter called as "**RfP**") is the supply and commissioning of **two (2) new mobile harbor cranes**, which will operate at the premises of ThPA S.A., inside the port of Thessaloniki (hereinafter called as the "**items under supply**"), according to all Legal, Commercial and Financial terms and conditions included in this RfP and all the attached Annexes 01-07.

**1.2.** The Technical specifications, terms, conditions and all the details of the items under supply are described in Part B herein.

**1.3.** The award criterion is the most financially and technically advantageous bid based on price and qualitative criteria referred too in Article 12.

#### b. DEFINITIONS

- The bidder for the purpose of the RFP is considered also as "**Participant**" to the process.
- ThPA S.A. shall hereinafter be called as the "**Buyer**".
- The successful Participant of this RfP (in case a contract is signed with the Buyer) and all his personnel, as well as all personnel of any sub-contractor or sub-supplier of the successful Participant shall hereinafter be called the "**Seller**".

### ARTICLE 2 – RfP Participants Eligibility - Qualitative Selection Criteria

**2.1** Participation in this tender procedure is open to economic entities, in particular legal entities, carrying on a professional activity related to the object of this RfP, i.e. manufacturers or traders that can support these machines adequately.

**2.2** All of the following requirements are obligatory for each Participant. In case an economic entity participates as an association of economic operators or a joint venture, all the following requirements must also be met by each of their members. Participants shall:

**2.2.1** Not have been declared or be in a state of bankruptcy, liquidation, compulsory receivership, suspension of payments, bankruptcy settlement, suspension of operations or other similar proceedings and it is not under any similar condition deriving from similar procedure with its creditors and it is not under any similar procedure (restructuring etc) : (i) has not been placed in any other formal process of relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights in general (in Greece see Law 4738/2020-Bankruptcy Code, as in force); (ii) has not been appointed an administrator, for enforced liquidation, or conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or (iii) does not have a distress, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets.

**2.2.2** Not have been irrevocably convicted (their legal representative/ administrator) for:

**a)** participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300, 11.11.2008, p. 42) and in Article 187 of the Greek Penal Code.

**b)** corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (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 (corruption of politicians), 236 (corruption of an employee), 237 par. 2-4 (corruption of court officials), 237A par. 2 (trade of influence through intermediaries), 396 par. 2 (corruption in the private sector) of the Greek Penal 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 4 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. 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 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 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, 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 Greek Penal Code (trafficking in human beings) and

**g)** the crimes of Articles 375 (embezzlement), 386-388 (fraud), 385 (extortion), 216-218 (forgery), 224 (perjury), 235-237 (bribery) of the Greek Penal Code and 197 et seq. (bankruptcy) of Greek Bankruptcy Code.

**2.3** Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected joint venture or association of economic operators 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 a bid by an association of economic operators or a joint venture, all its members are jointly and severally liable to ThPA S.A. for the fulfillment of all obligations arising from the RFP and the Contract.

## 2.5 Qualitative Selection Criteria

All Participants shall submit the list of attached **Annex 7 (Experience table based on sales of same or similar machinery)** herein with details of sales (type & operating weight, year, selling units, buyer) for the same or similar machinery type for at least the last three years (2022-2023-2024) in the European Market.

## 2.6 Participation in the RfP

Participation in this RfP will constitute irrefutable presumption that each Participant has been given full knowledge of the RfP and all the elements and is fully aware of the conditions of performance of the object. Participation in the RfP constitutes irrefutable presumption that the Participant fully, unconditionally and without exception accept all the terms and provisions of the RfP and its documents. Any failure by any Participant to be informed of all the above matters and conditions of the RfP shall be the sole responsibility of the Participant and shall in no circumstances relieve him of his responsibility and obligation to comply fully with his contractual obligations, if he is ultimately selected as the Contractor of the object.

## ARTICLE 3 - Project Delivery Time

**3.1** The time for execution and delivery of the entire project (supply and commissioning) will be proposed by the Participants in their bid (at the pertinent sections of **Category Project Delivery Time a/a 6 of Annex 03 - Commercial Bid**) and will be considered in the evaluation accordingly.

Project Delivery Time is the total time required by the Seller for execution and delivery of the entire project, from the date of signing the Contract until delivery of both Mobile Harbor cranes under supply to the Buyer in the Port of Thessaloniki ready for Commercial operation.

The delivery of the items under supply will take place on working days and hours that will be jointly agreed between the Seller and the Buyer.

**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 Seller, the Buyer may, in addition to any of its legal rights, impose a penalty clause of **One percent (1%)** of the Total Contract Value (excluding VAT) for each week of delay, with a maximum penalty of **Ten percent (10%)** of the Total Contract Value (excluding VAT).

#### **ARTICLE 4 - Provision of Clarifications on the RfP & Language**

**4.1** Requests for clarifications shall be submitted electronically to the Division of Procurement and Investments of the Buyer at the email address [isamaras@thpa.gr](mailto:isamaras@thpa.gr) keeping in copy the addresses [kkelidis@thpa.gr](mailto:kkelidis@thpa.gr) and [procurements@thpa.gr](mailto:procurements@thpa.gr), no later than **Five (5)** calendar 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 Buyer's website [www.thpa.gr](http://www.thpa.gr).

**4.2** If the Buyer, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RfP made in any other manner other than writing are not binding upon the Buyer, and Participants shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the Contract are not binding.

**4.3** The official languages of the proceedings are Greek and English.

All details of the bids shall be either in Greek or English and accompanied by an official translation into one of the above languages in case they are drafted in the language of their country of origin.

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 Method and Deadline**

**5.1** All Bids shall be submitted by the economic entities no later than **23:59h (UTC+3) of Tuesday 16/12/2025**, in the following email addresses [procurements@thpa.gr](mailto:procurements@thpa.gr) keeping in copy [isamaras@thpa.gr](mailto:isamaras@thpa.gr) and [kkelidis@thpa.gr](mailto:kkelidis@thpa.gr) by sending a locked file folder and they shall not be dependent on any other term, condition, provision or reservation.

**5.2** If the electronic file of the bid exceeds the allowed data delivery volume of the email platforms providers, the use of a file transfer platform can be accepted (e.g. WETransfer, GoogleDrive etc).

**5.3** The bid opening password shall be sent to the above Email addresses after the deadline for submission of bids, upon notice sent to the Participants by the Buyer.

**5.4** After the RfP closing date and time, bids cannot be submitted. Any bids submitted late, will be disregarded.

#### **ARTICLE 6 - Extension, amendment, addition, postponement, renewal or cancellation of the RfP**

**6.1** The Buyer 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 RfP in accordance with the provisions of the Procurement Regulation of the Buyer.

The Buyer also reserves the right to partially cancel, adjust the result or decide to relaunch it at any stage, without liability, penalty or compensation of any kind, in accordance with the provisions of the Procurement Regulation of the Buyer.

**6.2** Participants take part in the RfP procedure at their own risk and are not entitled to any compensation for expenses related to their participation in the RfP procedure and the preparation and submission of their bid.

**6.3** Each Participant is solely responsible for being informed of all the terms of the RfP.

#### **ARTICLE 7 - Bid Validity Period & Award Criterion**

**7.1** Submitted Bids are valid and bind the Participant for a period of **One hundred and eighty (180) calendar days** from the deadline of the submission of the bids.

Bids which are valid for a shorter period will be rejected **as unacceptable**.

**7.2** The validity of the bid may be prolonged, if requested by the Buyer, prior to its expiration, for a maximum period of time equal to the initial bid validity period specified in the RfP.

**7.3** The award criterion is the most financially and technically advantageous bid based on price and qualitative criteria referred to in Article 12.

#### **ARTICLE 8 - Bid Contents**

The details of the bids are defined as follows:

- (a) Participation documents
- (b) Technical Bid
- (c) Financial Bid

The bid details are submitted to separate sub-folders.

## ARTICLE 9 - Technical Bid

**9.1** The Technical Bid includes the documents and supporting documents which will serve to assess the suitability of the Bid, in accordance with the provisions of Parts B (Technical Specifications).

In particular, it includes a complete and binding technical description of the machinery, the equipment offered, which should meet all the technical requirements and specifications contained in Parts B hereof, describing accurately the requirements and specifications, following exactly the same structure and numbering in accordance with the template in **Annex 5 (Technical Bid Details)**.

If the Technical Bid submitted has no deviations from the Part B hereof (Technical Specifications), ThPA S.A. may evaluate it and/or request further clarifications; The Participants may deviate from the specifications where they deems it appropriate, but this should be noted and justified accordingly. Also, Participants may propose more than one alternative solutions, if they consider that these satisfy fully or partially the tender specifications. ThPA S.A. reserves the right to exclude a Bid if, at its discretion, deviates from the Part B.

## ARTICLE 10 - Financial Bid

**10.1** The **Financial Bid** is drafted in accordance with the attached template in **Annex 3**, shall bear the signature of the legally authorized representative of the participating economic operator and shall indicate:

- (a) the time of validity of the bid, in accordance with Article 7 of the RfP,
- (b) the delivery time, in accordance with the provisions of Article 3 hereof.
- (c) the warranty period, in accordance with the provisions of Annex 2 hereof.
- (d) the method and the schedule of payments, in accordance with the provisions of Annex 3 and B4 of Annex 2 hereof.

The Commercial bid is an overview of all major aspects and terms of the RfP.

**10.2** The **Financial Bid** is drafted in accordance with the attached template in **Annex 3** and must bear the seal of the Participant and the signature of their legally authorized representative.

**10.3** The Participant must also submit the maintenance schedule, including short descriptions of required works and services, list of spare parts and consumables (including current cost/prices), which at the discretion of the manufacturer are expected to be required in a period of 5 years or 10,000 operating hours in accordance with **Annex 6 (Preventive & Routine maintenance table)**.

The binding financial bid will include the items under supply, with the equipment, explicitly provided for in this RfP, for delivery to the port facilities designated by ThPA S.A.

## ARTICLE 11 - Participation Documents

**11.1** Additionally, Participants must also submit in the same file (included in a separate sub-folder) all of the following:

**11.1.1** A corresponding **Certificate/ Approval/ Authorization of Registration** from the relevant authority of their country of origin (foreign economic entities) or a **Certificate of Registration** in the relevant chamber (national economic entities).

The Participant legal entity, in order to prove its legal constitution and representation, shall submit the legal document of constitution and legal representation (such as last amended Articles of Association, certificates of company information amendments, decisions to form the administrative body depending on the legal form of the Participant, certificate of current legal representation, authorization in case of granting to a third party the power of representation, etc.). The above documents specify the lawful establishment, the person(s) legally binding the company on the date of the RfP (legal representative, right of signature etc.), any third parties authorized to represent the Participant, as well as the term of office of the person(s) and/ or the members of the management body/ legal representative. In case of the participation of a foreign economic operator, equivalent to the above documents must be provided by the competent bodies and authorities of the country of establishment of the Participant.

**11.1.2** The **Financial Statements** of the Participant for the last **three (3)** years (**2022, 2023** and **2024**).

**11.1.3** The **Information document** on the processing of personal data attached to **Annex 01**, duly signed by the legal representative of the participating legal entity.

**11.1.4** A **Solemn Declaration** from the legally authorized representative of the participating legal entity, stating that:

- The company is in good financial health, has the capacity to deliver the project herein and doesn't anticipate any major issue, which could affect the quality or the timing.
- There are no grounds for exclusion, as set out in **Paragraph 2.2 (2.2.1 and 2.2.2)**, for the economic entity and its authorized representatives, and that there are no grounds for believing that such impediments will occur during the period of validity of the bid and any possible extensions thereof.
- The Participant has taken note of the specific requirements and specificities of the RfP and that he unconditionally accepts its terms and conditions.
- The Participant has taken note and accepts the Concession Agreement between the Hellenic Republic and the Buyer (Law No 4522/2018 Government Gazette 39 A/07.03.2018, as currently in force).

**NOTE:** The Solemn Declarations submitted in accordance with this RfP, shall 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 the competent authorities or digitally published through the website <https://www.gov.gr/> or have a qualified digital signature. An equivalent declaration (e.g., Self-Declaration) applicable to the country of origin is accepted for candidates of other nationalities.

**11.1.5** Associations of economic operators or joint ventures that submit a joint offer, shall submit the above documents for each economic operator that participates in the association or the joint venture. In addition, the association of economic operators or the joint venture shall submit an agreement between its members which states at least:

- The extent and type of participation of each member in the execution of the contract.
- The member responsible for coordinating and managing all members.
- The joint representative, who has been appointed for representing the association and its members during the competition.
- Declaration that each member of the association is jointly and severally liable with the other members of the association towards ThPA S.A. for any claim arising from the participation or the execution of this RfP and the Contract.

**11.2** Failure to submit the items listed in this section is grounds for rejection of a proposal as non-compliant to the specifications.

## **ARTICLE 12 - Evaluation & Awarding Criteria**

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

During the evaluation, the Buyer may address requests to the participating economic entities concerned for clarifications and the economic entities must provide clarifications within the deadlines set.

The Buyer reserves the right to request revised bids.

**12.2** The award criterion is the most financially and technically advantageous bid based on the price and qualitative criteria, according to the following criteria, importance and criterion rating:

S/N	Evaluation Criteria	Importance	Criterion Rating
C1	Technical evaluation of proposed solution	35%	80-120
C2	Operation and maintenance cost (Total Cost of Ownership)	20%	80-120
C3	Experience (proved by sales of same or similar machineries)	15%	80-120
C4	Time of delivery	10%	80-120
C5	Warranty - Performance Guarantee	10%	80-120
C6	After Sales	5%	80-120
C7	Training of ThPA personnel upon delivery	5%	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 RfP 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.

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

$$Ai = 70 * (Bi / Bmax ) + 30 * (Kmin/Ki)$$

Whereby:

- Bmax** → The overall rating received by the best Technical Bid  
**Bi** → The overall rating of the Technical Bid i  
**Kmin** → The total comparative cost of the Bid with the lowest price  
**Ki** → The total comparative cost of the Bid i  
**Ai** → Total score of offer, which is rounded to 2 decimals

The bid with the largest **Ai** will prevail.

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

### ARTICLE 13 - Price Adjustment

The 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 of any right to adjust the offered prices which may derive from any relevant provision. The Seller shall not have the right to increase the item price or to request other benefits from the Buyer.

### ARTICLE 14 - Contract

**14.1** After the announcement of the RfP result, a contract is signed between the Buyer and the selected bidder. The General Contract details are drafted according to the conditions of the attached **Annex 02**.

The contract may be amended during its term of validity, not requiring a new RfP but only after a mutual written agreement between the two parties in accordance with the provisions of the Procurement Regulation of the Buyer.

**14.2** On assignment, the Seller will be able to suggest amendments on the contract including the Annex 2 herein.

## PART B – TECHNICAL SPECIFICATIONS

### A. Crane Main Characteristics

#### A.1 General

Procurement of multipurpose, rubber-tired, diesel powered, 4-rope Mobile Harbor Crane for: Dry Bulk, Brake Bulk, Scrap, Container handling, General Cargo & Heavy Lift operation, with minimum lifting capacity 100t at 24m radius.

#### A.2 Dimensions & List of approved suppliers by part

Please provide all requested data on table of Annex 5 & consider the list of the same Annex.

#### A.3 Productivity data

For each one of the offered MHCs is requested to provide productivity calculations in t/hr for the below three scenarios.

In all cases the MHC is located 10m from the quay wall and is operating on a Supramax bulk carrier with 32m width. The vessel is alongside with 2m gap for fenders. The crane unloads from the vessel's hold, which is located within a

radius ranging from 20-36 meters from the centerline of the crane, and delivers the cargo to a Hopper located 18m away from the crane (Hopper radius). The slewing angle between picking and releasing point is 150 degrees. The hoisting height could be considered constant during the calculation and equal to 20m high.

- Scenario 1

Soya bean with density 0.75t/m<sup>3</sup>  
 Mechanical grab with net volume 42m<sup>3</sup>  
 Grab weight 14t / Filling factor = 1

- Scenario 2

Pet coke with density 1.50t/m<sup>3</sup>  
 Mechanical grab with net volume 25m<sup>3</sup>  
 Grab weight 13t / Filling factor = 0.9

- Scenario 3

Nickel ore with density 2.25t/m<sup>3</sup>  
 Mechanical grab with net volume 20m<sup>3</sup>  
 Grab weight 15t / Filling factor = 0.80

In all three scenarios it is requested to provide also fuel consumption data. The capacity of Grabs was determined for comparison purposes, however please revert for each type of cargo with what you considered as maximum and optimal Grab capacity based on your experience.

## B. Indicative Technical Description

### B.1 Forward

The following technical description is indicative. Mobile cranes that do not exactly match it will be accepted in the tender but any deviation should be justified in order to be evaluated. For this reason, technical bids should follow the exact sequence – numbering of this description.

Technical bid information should refer to official manufacturer's brochures or/and websites. Bids among others, should include general drawings with main dimensions, lifting chart or table, engine technical information (power, torque, consumption, etc.), machinery rooms layout drawings or photos, and in general all information that can facilitate the evaluation process.

The Mobile Harbor Crane should be suitable for handling all types of cargo, including containers, general cargo, bulk materials, and project cargo.

The Crane should be equipped with rubber - tyred chassis and be highly mobile. It will travel to ships that are to be loaded and unloaded at the entire port through unlevelled rough terrain.

The crane should have low noise and gas emissions, with minimum environmental impact.

The Crane should be designed and manufactured in full compliance to international standards and guidelines and in accordance with the state-of-the-art technology, to provide many years of reliable, high-performance operation.

### B.2 Chassis

The chassis can be constructed as a welded steel structure in a torsion-stiff robust design. The structure should be designed to carry the forces and moments occurring during crane travel and operation.

Access from quay to chassis should be provided by stairways mounted at least from one end of the chassis. The bottom step of the stairway can be flexibly mounted to prevent it from being damaged if it contacts the ground. In any case, the minimum ground clearance should be at least 20cm.

The superstructure entrance is desired to be safely accessed in every position, e.g., from an ample platform at the top of the chassis. All stairways and walkways from ground to the superstructure should be guarded by handrails.

The main fuel tank can be integrated in the steel structure. Its capacity should be sufficient for intensive multi-shift crane operation, at least 72 hours, without refueling. The filling neck of the main fuel tank should be located in a position that is easily accessible from ground level. The crane should have stabilizer beams that are extended and

retracted by means of hydraulic cylinders. The position of the stabilizer beams should be monitored by proximity sensors. By means of hydraulic cylinders the stabilizer pads will be lowered to prop and raise the crane. The stabilizers should be operated in both automatic and manual modes.

In manual mode, the stabilizers will be operated from the tower cab through the Crane Management System (CMS) or via the Radio Remote Control (RRC). A level should be provided in the operator's cab for monitoring the crane's horizontal position.

The stabilizer pads should be pivotally mounted on the jack cylinders and be easily removable when the crane is to travel through narrow passages.

The number of axles should be kept as low as possible, for maintenance simplicity and robustness. The suspension should guarantee uniform distribution of the total weight over the axles. Obstacles such as rails and dips should be travelled over or through without difficulty.

The steering system should provide precise steering with the minimum possible tire and axle wear. It should allow crab steering for better maneuverability and accessibility in narrow locations. In crab steering mode, the crane will be able to travel sideways, since all axles will have the same steering angle.

The travel motion of the crane will be controlled from the tower cab or from the radio remote control. The remote control should cover driving, steering, braking, lowering of the crane from the propped position onto the wheels, and propping for crane operation.

The crane should accelerate smoothly from standstill to maximum speed in both directions.

During crane travel, yellow or orange lights - beacons should flash on the superstructure and an audible repeating alarm should be sounded.

### 2.1 Standard Diesel-Electric power train or Diesel-Electric including Energy Recovery System

The crane preferably will follow the diesel electric or Diesel-Electric including Energy Recovery System concept. Electric power for the crane drives should be generated by one or more onboard diesel-electric system consisting of a diesel engine and a three-phase generator. The diesel engine will drive the generator at a constant speed and provide the energy for crane operation. The system will be sized to provide enough power for all the crane functions to be carried out simultaneously and independently of each other. Any energy efficiency and recovery technologies will be evaluated positively.

All large equipment, including drums, gearboxes, diesel engine / generator set(s), radiators and exhaust system should be installed in such a way that it would be possible to be accessed or removed for maintenance when necessary. It is desirable fresh air for cooling and for combustion to be provided by air ducts from the ventilation system in the tower to minimize dust contamination. The drive unit can be in modules to be easily removable using standard port lifting equipment.

The control unit for the diesel engine should be installed near the engine and equipped with digital display for local control and monitor of the engine's main parameters: oil pressure, coolant temperature, revolutions per minute, and operating hours counter. The latest EU emissions standards should be met, and how this is achieved should be described in detail.

## B.3 Superstructure

### 3.1 Superstructure Frame

The Superstructure Frame will have a torsion-stiff, load-bearing structure, designed to carry all the forces and moments occurring in crane operation. The superstructure will house the main electrical and mechanical components like drives, hoists, slewing gears, etc.

It should provide sufficient room for easy maintenance access and should protect the environment from noise emissions. The crane control and monitoring systems should be in a separate, preferably air-conditioned room.

Safe access from the chassis platform to the superstructure should be provided. The superstructure should be illuminated with LED lamps, part of which can serve as emergency lighting.

The superstructure should provide a protective housing for all components from environmental influences: dust, wind, rain, extreme temperatures. The rope outlet on the roof should be also protected against ingress of rain and dust by means of rubber seals.

The side walls or parts of the roof should be easily removable for replacement of individual units. The machinery room is desired to have integrated lifting lugs and auxiliary equipment as an air-compressor or small hoist(s) to facilitate in everyday maintenance and repairs.

### 3.2 Superstructure Systems

The Mobile Harbor Crane should be equipped with a **Communication System** with headphones and microphones at the engine, machinery, and electric rooms, at the chassis and at the tower cab. The system should be supplemented with external loudspeakers and an amplifier with microphone in the tower cab.

The superstructure is preferred to be provided with **Forced Ventilation System**. Suction should be preferably installed in the upper part of the tower, above cab level, in order provide fresh air supply into the superstructure via an airduct. The air can be distributed to all relevant places inside the superstructure to cool the units and provide combustion air to the engine. The slight positive pressure will minimize the dust contamination.

The **Hoist Assembly** will be comprised of two hoists, the 1st - Inside Ropes will serve as holding gear, while the 2nd - Outside Ropes will open and close the four-rope grab. Each hoist should have a three-phase motor, a fail-safe brake, preferably a bevel gear reduction unit and a single-layer rope drum. If necessary, counterweights to be included for more efficient 4-rope grab operation or easier changes between grabs and rotator. All the maintenance points should be easily accessible. The ropes should be wound in one layer on the rope drums to minimize wear.

The **hoist should be braked electrically** by the hoist motors. When the hoisting speed is near zero, spring-loaded hydraulically released brakes will be applied automatically (**fail safe concept**). These brakes can also act as emergency brakes in the event of a power supply failure.

The frequency-controlled drive system of the motors should provide smooth acceleration and deceleration of the hoisting motion, thus protecting mechanical components and the steel structure from fatigue. The maximum possible hoisting speed can be automatically increased with reduced load. In crane operation with the hook rotator, both hoists should be electronically synchronized.

The **Slewing System** should allow the superstructure to be slewed infinitely. The slewing gear will have modular design, comprised preferably of two 3-phase motors, fail-safe brakes, planetary gear units and one central thrust roller bearing. The drive pinions of the planetary gear units will engage with the internal tothing of the slew ring. The slewing reduction gear units should be oil immersed. The roller bearing slew ring and the tothing will be lubricated by automatic lubrication system.

The slewing motion will be braked electrically. When the slewing gear will be brought to approximate standstill, spring-loaded hydraulically released brakes will be applied automatically (fail safe concept). These brakes can also act as emergency brakes in the event of a power supply failure.

The frequency-controlled drive system will provide smooth acceleration and deceleration of the slewing motion at both directions. The maximum slewing speed will depend on the boom position and will be controlled automatically.

The **Luffing System** can consist of a hydraulic cylinder that moves the boom in and out and holds it in position.. The boom head should be able to be lowered to a convenient working height for maintenance purposes. The luffing valve block should also be in convenient height and easy to access. Acceleration and deceleration of the luffing motion should be smooth and in proportion to operator's command.

The **Automatic Lubrication System** should among others, provide grease to the boom joints, the luffing cylinder pivot points, the main slewing bearing, and the rope drum bearings. It should be installed in an easily accessible location(s) / (central or decentralized system). The lubricated points should be lubricated automatically and regularly via standard simply designed pipes and distributors. The internal tothing of the roller bearing slew ring can be lubricated by a dedicated system with lubricating pinion(s).

## B.4 Tower

### 4.1 Tower Structure

The tower will be of robust design that allows the uniform transmission of forces and moments to the structure. The tower is desired to be equipped with an airduct system that supplies fresh air from above cab level height to the machinery rooms.

The boom pivot point should be high on the tower to allow the crane to be positioned close to the ship without risk of damage to the ship's cargo, structure or to the crane. The tower cab should also be in elevated position to offer good view of the work area and to the ship's hold.

The rope pulley set should be placed on the tower head. Rope guides will prevent the hoist ropes jumping out of the pulleys' paths. The rope pulleys should run in anti-friction bearings of low-maintenance design. Easily accessed grease nipples should be provided for their lubrication.

The access to the tower cab should be weather protected via the tower. The access stairways should be wide, safe, well lighted, and easy to use. Spacious access platforms should facilitate maintenance work.

### 4.2 Tower Cab

The tower cab should be ergonomically designed to provide excellent view of the work area. All the crane functions should be controlled from there. In addition, the crane will be supplied with radio remote control that will also provide all functions and the necessary information to the operator.

The tower cab should be spacious, comfortable, air-conditioned, sun protected, safe, ergonomically designed, with large windows, high on the tower to provide excellent view of the work area and the ship's holds. Its construction should be protected against corrosion by the marine environment.

The windows arrangement should allow easy access for cleaning. An efficient robust wiper washer system should be installed. The non-glassed surfaces of the cab should be sound & heat insulated. The inside part of the cab should minimize light reflections.

The operator seat should be air suspended, vertically and horizontally adjustable, comfortable, ergonomic with arm rests, of renowned specialized manufacturer. Crane controls should be ergonomically placed. Internal & external communication system, electric horn, speaker, radio, USB socket, Bluetooth connection should be provided.

### 4.3 Crane Management System

Controls and indicators for all crane functions should be in control panels on both sides of the operator seat and on the display of the Crane Management System (CMS). They can include light switches, push or touch buttons, control levers and switches for all main and auxiliary crane functions.

The Crane Management System display should be near the operator seat and easy to read & understand. It should use coloured pictograms that can be selected with function keys on the monitor. It should provide all functions and indications for travel, propping and operation. Furthermore, it should contain basic maintenance, diagnostic and troubleshooting functions.

Indications will include operations actual and limit values for load, radius and hoisting height, wind speed, fuel level, operating mode (hook, spreader, grab operation, etc.), diagnostic messages that support in fault finding and remedying, indication of remaining operating hours until end of maintenance interval, and statistics of performance data.

### 4.4 Video Camera Assistance

The crane should be equipped with a camera system that assists the crane operator during loading and unloading of cargo. The image captured by the video camera on the boom head will be displayed on a monitor in the tower cab. The monitor should be mounted in a clearly visible position close to the operator seat.

### 4.5 Radio Remote Control

All the crane functions should be also controlled by the radio remote control unit. The control unit will be portable, robust, and weatherproof. Its display will show among others the operating mode, radius and lifting capacity. The individual functions will be indicated with the same symbols and pictograms as on the screen of the tower cab. With the radio remote control, the crane should be travelled and positioned easily on the ground.

### 4.6 Hoist Preset Positions

The crane can be equipped with hoisting height control preset function, that assists the operator when operating the hoist manually. He can select a specific hoisting height and the system can automatically stop the hoisting motion

every time this height is reached. In the same way, a specific position can be selected during lowering. Then the lowering motion of the hoist can automatically stop every time this position is reached.

#### 4.7 Soft Landing

The crane can also be equipped, with Soft Landing function, that helps the operator to avoid unintentional lowering of the load on the quay surface with excessive speed, by automatically braking the hoist from a previously defined height when lowering on the landside.

### B.5 Boom

#### 5.1 Boom Frame

The luffing boom will be of a robust lattice design. Its base will be connected to the tower via specially designed, divisible joints with lubricated bearings that can be maintained and overhauled easily. Additionally, it will be connected via the luffing mechanism, e.g., hydraulic cylinder, which should allow smooth movement and wide motion range. In any case easy, safe access should be provided to the tower joints and the luffing mechanism components. The crane should be designed and constructed in a manner that the luffing hydraulic cylinder should be easily mounted/unmounted for maintenance purposes. Fixed points/lugs and removal and installation process should be provided.

One rope pulley set will be provided on the boom head for the hoist ropes. The design of the rope pulley set can be the same as the rope pulley set on the tower head. The distance between them should be selected for the load to be stabilized under the boom. Also, at the boom head the camera for the operator and the cable reel should be mounted. Further, at the boom tip, a LED obstacle beacon should be installed with continuous red light.

The **Cable Reel** should be motorized and installed at the boom head to wind and unwind the electrical cable for the remotely controlled hook rotator, the automatic spreader or magnetic lifting devices. The cable reel can be torque-controlled for an automatic slack cable adjustment to prevent shock loads on the cable.

#### 5.2 Hook Rotator

The crane will be equipped with a hook rotator, which rotates the hook so that the load can be turned to any desired position from the tower cab. The hook should have the ability to rotate freely and infinitely, to rotate under control, or to be locked in certain position.

It will be of Ramshorn Hook type, equipped with safety latches, mounted on a roller bearing, remote-controlled from the tower cab. It will be consisted of an electric motor, a hydraulic pump, a hydraulic motor, and a gear unit. These assemblies plus the slipping should be closed and protected from environmental effects and impacts.

The Hook Rotator will be equipped with power supply and connections for automatic spreaders, and other lifting gear. Its configuration will be directly compatible with the two (2) RAM Spreaders, Model 2730 telescopic Container Handling Spreader, with Serial Numbers 2730/B059/01 & 2730/B059/02, used at the Mobile Cranes of Thessaloniki Port Authority (ThPA). Compatibility and complete operation tests will be conducted during the commissioning – takeover phase.

### B.6 Safety Equipment

The safety devices should comply with currently applicable EU Directives for mobile cranes and especially the 2006/42 EC directive. Thus, the crane will bear the CE marking and hold respective certificate. Additional safety equipment should further enhance operational safety.

#### 6.1 Safe Load Indicator

The crane will be equipped with an automatic safe load indicator that ensures its safe operation. The system should indicate the actual load on the hook and the actual radius of the boom, at operator's display in the tower cab or the remote control. When the maximum permissible load is reached, motions that would increase the load moment should be disabled and an audible alarm sounded in the tower cab or the remote control. Warning signals should also exist when the load approaches the maximum.

#### 6.2 Travel & Propping Safety

Before crane travel, the superstructure and chassis must be locked together mechanically, and the boom must be in the travel position. When these conditions are satisfied, the slewing gear will be switched off and the travel drive enabled.

The propping status should be monitored. Only if the crane is correctly propped, will the Superstructure – Chassis locking device, be able to be unlocked and the crane drives to be operated. Before the stabiliser pads can be raised to the travel position, the superstructure and chassis must be locked.

### 6.3 Limit Switches

The hoisting and lowering motions of the crane should be limited by electronic limit switches. In the pre-limit switch range, the speed of the hoisting motion should be reduced. When the switch-off point is reached, the hoisting motion should be stopped.

For the electronic limit switch of the hoist, the lifting height should be detected by a verifiable safety encoder. When the value is not verified then hoist should be disabled.

For the electronic limit switch of the luffing gear, the position of the boom should be detected by two redundant systems. If there are significant differences between the two values, luffing out will be disabled.

### 6.4 Safety Valves

Propping (jack) and luffing cylinders should be equipped with pipe-break valves that hold the cylinders in position when a leak occurs. Pressure limiting valves should protect the hydraulic circuits from excessive pressure.

### 6.5 Anemometer

The crane should be equipped with an anemometer which measures the wind speed and indicates it to the Crane Management System display. If the allowed wind speed is exceeded, an audible alarm should be sounded in the tower cab and via the remote control.

### 6.6 Emergency Stop

In case of danger to staff in the work area or to the crane itself, the motions of the crane should be able to be stopped immediately by actuating manually an emergency stop switch (mushroom type).

Emergency stop switches will be mounted in the chassis and tower cab, in all machinery rooms including the diesel-generator room and in the electrics room. When one of these switches is actuated, all crane motions should stop immediately.

### 6.7 Deadman Switch

The operator's seat should be equipped with a deadman circuit that prevents unintentional operation. Crane operation should only be available when someone is sitting on the seat, unless the remote control is used. In this case the deadman circuit should be deactivated.

### 6.8 Emergency Descender Device

The crane should be equipped with an emergency descender device in case of the tower stairway cannot be used (e.g., fire)

### 6.9 Fire Fighting System

The crane should be equipped with an efficient fire detection and fighting system. It should be able to detect smoke or abnormal temperature in the diesel engine room (obligatory) & in the electrics room (preferably). It should be able to extinguish the fires in either room, via harmless extinguishing agent that does not cause harm to the operator or to the crane components. The system should comply with current European norms and legislation.

## B.7 Electric Equipment

Preferably, slewing and hoist movements should be driven by electric or hydraulic motors powered by an on-board diesel-generator system, (diesel electric or Hybrid concept). This three-phase drive system should provide smooth acceleration and deceleration of the crane motions and reduce the peak loads acting on the generator. For the case that the crane remains out of operation for longer periods there should be an auxiliary power supply connection to maintain vital systems powered.

### 7.1 Electrics Room

The electrics room will house the crane control system and the electrics control equipment and will be in the superstructure. It should be air conditioned to keep temperature and moisture in desired levels, whatever the weather conditions. The electric control equipment should be arranged in function groups. All cables, plugs and terminal strips should be clearly marked so that maintenance work can be performed easily.

The central Programmable Logic Controller (PLC) should detect and monitor all electric signals and diagnostic messages via a bus system. The main electric & electronic components of the crane should be of renowned European

manufacturers, e.g., ABB or Siemens, of heavy-duty type, recent design ideal for cranes. Data should be exchanged between the controller, the crane drives, and the tower cab, via a high-speed robust and reliable bus system.

### 7.2 Lighting

The tower cab, all rooms of the superstructure, and the entrances, stairways and platforms will be illuminated by LED lamps. Part of these lamps can also serve as emergency lighting. External & internal lighting should provide safe access to all crane locations and allow the execution of maintenance work without difficulty in the absence of physical light.

LED floodlighting should be provided for illumination of the work area during night operation. Sufficient floodlights should be mounted on the boom head, below the boom, on the front of the tower and on the rear of the tower.

### 7.3 Shore power readiness

A shore power supply system is not part of the current scope of supply. Although, ThPA is interested such a system to be possible to be added/installed at a later stage. For this reason the crane it is requested to be ready for such a future installation, minimizing the modifications required at the time of installation.

## B.8 Indicative Optional Equipment

The indicative options described below represent a part of the Optional Equipment that manufacturers can offer as complement to the standard equipment, that enable the crane to better adapt to the specific requirements of ThPA. The specific benefits of the optional equipment should be outlined along with their additional, separate cost.

### 8.1 Extended Stabilizers Travelling

Travelling short distances, e.g., to the next ship's hold, with extended stabilizers is a valuable characteristic which can increase productivity and efficiency, since it minimizes time required to change ships holds.

### 8.2 Tracking of Handled Cargo

The weight of the bulk material handled by the crane, should be easily tracked by the operator, with various tracking options, e.g., per ship's hold, hour, shift, day, operator, etc. The sum of the total quantity handled, should be displayed, reported, and extracted from the crane management system.

### 8.3 Filtering of inducted Air

The inducted air from the environment can be cleaned by an additional filter, to minimize dust content to protect the engine and the machinery of the crane, since air contamination can significantly reduce the life span of machines and particularly of the engine. The degree of clogging of the filter should be monitored and reported to the operator.

### 8.4 Chassis Cab

The crane can be equipped with an optional operator's cab at the front of the chassis that should offer good view during travel. It should be waterproof and equipped with air-condition, adjustable seat with suspension, radio, internal and external communication, speakers, safety glass, sun protection blinds, ventilation, wiper, and glass cleaning system with water.

### 8.5 Tire Pressure Monitoring System

The crane can be equipped with a tire pressure monitoring system that will inform the operator when a significant pressure drop occurs at one of the tires. Thus, tires are protected, and crane reliability and productivity are increased.

### 8.6 Point to Point Slewing & Luffing

The crane could be equipped with semi-automatic point-to-point slewing and luffing at points preset by the operator. The operator should be able to move the crane between the presets, without making additional effort to reach them. The system can be combined with an antisway function, which should reduce the load sway induced by slewing and luffing motions. This antisway function should be also available in manual crane operation.

### 8.7 Slewing & Luffing Limits

Slewing and Luffing Limits should provide the crane operator with the ability to limit the working area of the crane by means of virtual limit positions. Once the limit positions have been set, the crane operator should be able to work manually as usual within the defined range. As he approaches one limit position, the speed should automatically be reduced before the limit position is reached. Thus, leaving the defined working area unintentionally should not be possible. This function can be helpful in avoiding overlaps of the working areas of adjacent cranes and thus avoid accidents.

### 8.8 Remote Monitoring & Support

The crane should be equipped with internet connection hardware, through terminal wi-fi system or through, preferably with built-in firewall software, with a global data roaming SIM card, that will enable remote access to operation, production, maintenance, failure, and troubleshooting information and technical support services.

Once connected, it should be possible for ThPA personnel to access this information and for authorized manufacturer's personnel to connect to the crane from any computer connected to the internet to provide e.g., fault diagnosis or perform troubleshooting from a distance.

This system will also provide crane data transmission & access to ThPA personnel. This data should at least include crane operating status, hours, load, production data, fuel level and consumption information. Moreover, the crane's geographical position should be visible on a digital map or satellite view.

Diagnostic messages should be monitored and utilized to provide trouble shooting, condition-based maintenance and preventive measures recommendation. Information should be extracted in spreadsheet mode for further analysis.

### 8.9 Additional Automatic Lubrication

The crane can be equipped with an additional automatic central or decentralized lubrication system, which will supply grease to the bearings of the rope pulleys on the tower and boom head. In addition, the optional automatic lubrication system should supply grease to the lubrication points of the axles and the joints at the chassis and at the superstructure.

### 8.10 Auxiliary Equipment & Tools

For ease of maintenance and repair work, a manually driven chain hoist or an electric powered wire-rope hoist can be installed in the machinery room at the superstructure. The hoist should be travelled along a rail, to lower and lift components during maintenance.

An electric-powered air-compressor could be installed in the machinery room, with a long rubber hose to assist in maintenance works. Finally, the crane should be equipped with the basic tools needed for routine maintenance.

### 8.11 Auto Lubrication system

Any auto lubrication system provided for points where lubrication is important, or access is difficult will be positively evaluated. All such systems should be equipped with a feedback signal and a relative alarm in case they do not operate properly.

## Annexes:

- 1. Information document for the processing of personal data**
- 2. General Contract details**
- 3. Commercial Bid Details**
- 4. Financial Bid**
- 5. Technical Bid Details**
- 5.2 List of Approved Suppliers**
- 6. Preventive & Routine maintenance table**
- 7. Experience table based on sales of same or similar machinery**

**THE CHIEF EXECUTIVE OFFICER**

**Dr. Ioannis Tsaras**

## Annex 01 - 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 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](mailto: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](http://www.dpa.gr)).

Thessaloniki, \_\_\_ / \_\_\_ / 20\_\_\_

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

## Annex 02 - General Contract details

---

### A. Letter of Guarantee Policy

A Letter of Guarantee is issued on demand, by a creditworthy and recognized credit institution legally operating in Greece or shall be submitted exclusively in the form of a Swift message by an internationally renowned reputable bank to the intermediary banks selected by the Buyer (preferably Alpha Bank, National Bank of Greece, Piraeus & Eurobank). No alternative options will be accepted. A Letter of Guarantee 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 and text based on the Contract signed.

All costs, expenses and bank charges including in issuing, maintaining, and calling up a Letter of Guarantee shall be borne by the Seller.

### B. Special terms of Contract

#### 1. Equipment Warranty - Warranty Period & Good Operation Guarantee

The Seller must warrant that the Equipment (mobile harbor cranes) shall be made of newly manufactured materials, components and parts and shall be free from defects in design, material and workmanship (excluding defects caused by accidents, misuse or mishandling of the Equipment or lack in maintaining or operating the Equipment in accordance with the Seller's manuals and/or collateral damage caused by a defective part to others as a result of continued operation of a Unit of the Equipment despite of the defect or willful misconduct or normal wear and tear). The period of warranty (the "**Warranty Period**"), including repairs, parts and labour costs, for Equipment and for any part of such Equipment shall last at least **Twenty four (24) months or Three thousand (3.000) hours** of operation, whichever comes first, starting from the date of signing the Final Acceptance Protocol of the relevant unit of Equipment, provided that any replaced or repaired parts of the Equipment will be also warranted under the same conditions for a period of **Twenty four (24) months or three thousand (3.000) hours** of operation, whichever comes first, starting from the date of any replacement or repair. Longer or shorter duration will be evaluated based on the tender criteria.

During the Warranty Period, the Seller:

- Warrants that the Equipment and all its components shall function and perform as designed, intended, and ordered.
- Shall be responsible for replacing at his own expense the product that is deemed inappropriate or does not meet the specifications of the contract, with another of similar value and quality, as well as for restoring at his own expense any damage, defect, wear, or malfunction due to faulty construction and/or defective material.

If within this Warranty Period the Seller fails to restore a damage or malfunction within a deadline prescribed by the Buyer, then the Buyer reserves, without prejudice to its legal rights, the right to restore it, charging the costs to the Seller.

In case of replacement of a component / part of the equipment, the new items shall be accompanied by a guarantee of equal time with that of the bid.

In any case, the warranty of the Seller is limited to the **Aggregate of Thirty-Six (36) months or Five thousand (5.000) hours** of operation, starting from the date of signing the Final Acceptance Protocol of the relevant unit of Equipment, whichever occurs first for each Unit of the Equipment.

All the above periods must also be stated by the Participant in the **Commercial Bid (Annex 03)**.

The Seller shall submit a **Letter of Guarantee** as a **Good Operation Guarantee**, amounting to **Ten percent (10%)** of the Total Contract Value (excluding VAT), with an expiration date of **Sixty (60)** calendar days after the end of the Warranty Period, and which is deposited with the signing of the Final Acceptance Protocol.

Foreign economic operators submit a Letter of Guarantee exclusively in the form of a Swift message, which is sent by an internationally renowned bank of international prestige to the intermediary banks selected by the Buyer.

The Good Operation Guarantee covers in full and without distinctions the implementation of all the contractual terms and any claim of Buyer against the Seller.

The Good Operation Guarantee is forfeited as a penalty clause and unproven compensation in case of breach of any term of the contract, all terms being considered essential.

The Good Operation Guarantee will be returned to the Seller after the expiration of the Warranty Period and the settlement of any claims of Buyer against the Seller.

## 2. Extended Equipment Warranty

An extended warranty period of a total of **Ninety (90) months or twenty thousand (20.000) hours** of operation, whichever occurs first, starting from the date of signing the Final Acceptance Protocol shall be valid for the load bearing parts of the steel structure of the Equipment (i.e. machinery platform frame, legs and sill beam frame).

Additionally, the Seller shall warrant that the rusting degree of the paint of the Equipment shall not exceed **Ri3** as per **ISO 4628-3**. The Seller shall be bound to this paint warranty for a period of **Thirty-Six (36)** months following the date of signing the Final Acceptance Protocol of the respective Unit of the Equipment.

All the above time periods must also be stated by the Participant in the **Commercial Bid (Annex 03)**.

The Participant must also state in the Commercial Bid (**Annex 03**) the warranty periods for the **Engine and the Batteries (if applicable)**.

## 3. Good Performance Guarantee - Items under supply Delivery Guarantee

Upon signing of the contract, the Seller shall submit to the Buyer a Letter of Guarantee as a Good Performance Guarantee, amounting to **Five percent (5%)** of the Total Contract Value (excluding VAT), with an indefinite duration.

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

The Good Performance Guarantee covers in a comprehensive and non-discriminatory manner the implementation of all the terms of the contract and every requirement of the Buyer vis-a-vis the Seller.

The Good Performance Guarantee is returned to the Seller after:

- The successful completion of the Project,
- The signing of the Final Acceptance Protocol,
- The settlement of any claims of the Buyer against the Seller and
- The submission of the Good Operation Guarantee in accordance with B1 of this **Annex**.

## 4. Schedule of Payments

The schedule of payments is proposed as follows:

- **1<sup>st</sup> Instalment:** An amount of **Thirty percent (30%)** of the Total Contract Value (excluding VAT) payable within **Fifteen (15)** calendar days from signing of the Contract, subject to the receipt by the Buyer from the Seller of the corresponding commercial invoice and the equivalent **Letter of Guarantee** for the Advance Payment.
- **2<sup>nd</sup> Instalment:** An amount of **Sixty percent (60%)** of the Total Contract Value (excluding VAT), payable within **Thirty (30)** calendar days against written confirmation signed by both Parties that all machines under supply are fully erected, commissioned and ready to start the on-site acceptance tests, subject to the receipt by the Buyer from the Seller of the corresponding commercial invoice and the equivalent **Letter of Guarantee** for the 2<sup>nd</sup> Advance Payment.

- **3<sup>rd</sup> Instalment:** An amount of **Ten percent (10%)** of the Total Contract Value (excluding VAT), payable within **Sixty (60)** calendar days from the date of issue of the invoice, after the signing of the Final Acceptance Protocol, subject to the receipt of the equivalent **Letter of Guarantee** for the Good Operation Guarantee.

After the signing of the Final Acceptance Protocol, the Letters of Guarantee for the afore-mentioned advance payments are returned.

## 5. Documentation deliverables

Within **Ten (10) calendar days** of delivery of the machines (shipping and off-loading at Buyer's premises), the Seller must deliver to the Buyer all documents in all requested formats, including and not limited, crane operational and maintenance manual, engine maintenance manual, hydraulic circuit diagrams, electrical circuit diagrams, alarm and fault list detailed spare part lists, software licenses etc.

## 6. Training

The Seller shall provide the requested training sessions according to Annex 4.

## 7. Place of Delivery

The delivery of the items under supply shall take place at the premises of Buyer in the port of Thessaloniki at the expense and responsibility of the Seller. The delivery will take place under the incoterm of DDP (Delivered Duty Paid) to the Port of Thessaloniki.

## 8. Seller's Obligations

**8.1** The Seller agrees on the following, in case that any work is to be performed by the Seller at the Buyer's premises:

- All required works will be performed in accordance with all applicable laws, rules and regulations of the Hellenic Republic as well as of the European Union (EU).

The Seller must, during the execution of the project, comply with the security policies applied by the Buyer and related to access to information, observing the applicable regulations and procedures.

During the execution of the works, the Seller must fully comply to all Health & Safety measures dictated by the pertinent legislation and undertakes to comply with all of 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 Health and Safety guide at work of the Buyer, of which the Seller was made aware.

The Seller must also take note of the Health and Safety of Employees Regulations of the Buyer, with the provisions of which it must comply.

- The Seller 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 the Buyer, solely responsible for any act or omission.

Furthermore, the Seller 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 Seller bears full and exclusive liability, civil and criminal, for any kind of loss, wear or damage to the property of the Buyer, its personnel or third parties, as well as exclusive liability, civil and criminal, for any bodily injury or death to the personnel it employs, to the personnel of the Buyer, as well as to any third person, due to the work undertaken by him or on the occasion thereof by his own actions or those of the persons he will employ, during the execution of the project until the termination of the contract for any reason.

If an accident occurs, the Seller will make all the required announcements.

- The Buyer reserves the right to ask for the removal or replacement of any of the Seller's employees deemed inappropriate or violates the instructions regarding the proper technique and the security measures to be observed.

- The Seller 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.

The Buyer bears no responsibility for any loss of materials, parts, machinery and tools of the Seller, who must ensure their adequate and effective storage.

- The Seller is obliged to ensure that his staff has all 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 Seller shall take out any required insurance against all risks for both the personnel it employs and the machinery throughout the duration of the contract.

**8.2** The Seller, in case of work operation at the Buyer's premises, is required to have at least all the following:

- The Seller's employees will constantly, during their visit to the premises of the Buyer, use all appropriate Personal Protective Equipment (PPE), which the Seller provides to its staff, will strictly comply with all instructions given by the Buyer's indoor/outdoor facility signing and will place warning signs about the risks posed during the performance of their work.
- The Seller bears all the responsibilities of the employer for his staff, namely payroll and contributions in favour of the main and auxiliary insurance funds.

The Seller shall be responsible for the payment of all taxes arising from its payment.

- The Seller assumes the costs of moving or transporting/shipping materials and equipment, throughout the duration of the contract and warranty period.
- The Seller shall, during the term of the contract, look after the interests of the Buyer, act lawfully in good faith and take any action only with the written consent of the Buyer.
- The Seller undertakes not to engage in activities incompatible with its obligations against the Buyer.
- It is expressly agreed that the Seller is independent, will not act as an agent of the Buyer nor will it make any relevant act of representation of the Buyer.

The Seller shall have no authority to bind the Buyer or to incur obligations on behalf of the Buyer.

- It is prohibited to assign to third parties part or all of the Seller's obligations as well as to assign part or all of its rights arising from the contract without the prior written consent of the Buyer.
- The Seller shall not assign part of or all of the work entrusted to him to a sub-contractor without the written consent of the Buyer.
- The Seller has taken note and accepts the Concession Agreement between the Hellenic Republic and the Buyer (Law No 4522/2018 Government Gazette 39 A'/07.03.2018, as currently in force).

## 9. Termination of Contract

The Buyer reserves the right to terminate the contract at any time and without compensation, by giving notice to the Seller in writing, the effects of which will take effect immediately on receipt of the notice of termination.

The Buyer also reserves the right to exercise any other right granted to it by the law.

### Annex 03 - Commercial Bid Details

Check attached file

### Annex 04 - Financial Bid

Check attached file

### Annex 05 - Technical Bid Details

Check attached file

### Annex 05.2 - List of Approved Suppliers

Check attached file

### Annex 06 - Preventive & Routine maintenance table

Check attached file

### Annex 07 - Experience table based on sales of same or similar machinery

Check attached file