

**INVESTMENTS DIVISION
PROCUREMENT DEPARTMENT**

**CALL FOR TENDER TED 040/2020
FOR THE AWARD OF THE PROJECT
"REPAIR AND MAINTENANCE OF THE ELECTRICAL & MECHANICAL EQUIPMENT OF ThPA"**

TENDER PROCEDURE SUMMARY

OPEN TENDER	
ECONOMIC OPERATOR	<p>THESSALONIKI PORT AUTHORITY SA</p> <p>Main activity: Port services</p> <p>Address: Inside the Port of Thessaloniki PC 54625, Thessaloniki</p> <p>Tel.: 2310593121, Fax: 2310510500</p> <p>Email address: secretariat@thpa.gr</p> <p>Website address: http://www.thpa.gr</p>
Tender closing date	14.05.2020
Final date to submit clarification requests	07.05.2020
Award criterion	Most advantageous bid based on price and qualitative criteria
Contact persons for information / clarifications	<p>On the tender procedure</p> <p>Name: Chrissanthi Athanasiou E-mail :cathanasiou@thpa.gr Phone: +302310593360.363</p> <p>On technical issues</p> <p>Name: Anastasia Sachinidou E-mail: asachinidou@thpa.gr Phone: +302310593354</p>

PART 1 - GENERAL TERMS

ARTICLE 1 Description of the Physical & Financial Scope of the Contract

1.1. Physical Scope

The scope of this contract is the repair and maintenance of the electrical & mechanical equipment of ThPA SA. This equipment includes inter alia cranes and gantry cranes, trucks for container transport and other project machinery, cargo lifting devices, bulk cargo spreaders, lighting columns and monitoring systems etc.

1.2. Financial Scope

The contractual price amounts to thirty thousand euros (30.000,00€), plus VAT.

1.3. Duration

The Contractor shall provide repair and maintenance services up to the depletion of the project budget. The estimated time is one (1) year.

1.4. Award Criterion

The criterion for the award of repair and maintenance is the most advantageous bid, which is calculated based on the price (Weighted Hourly Price) of the following criteria:

1. Organization and infrastructure of the participant
2. Previous experience in relevant public or private large company projects

ARTICLE 2 Participation right – Quality Selection Criteria

2.1. Eligible participants

Eligible to participate in the conclusion of this contract are the natural or legal persons and, in the case of an association of economic operators, their members that perform professional activities relevant to the object of this tender notice.

2.2. Technical and professional skill

With regard to their technical and professional skills in order to sign this contract, participants must have:

- Adequate infrastructure, equipment and staff according to Part B herein.
- Long experience in special electrical & mechanical operations relating to the repair or reconstruction or maintenance at height. Indicatively, these include electric welding, detachment, cutting metal sheetings at a height, local repair of copper surfaces at a height, maintenance and repair of electric cranes or wind generators or other similar complex machinery with moving or rotating parts.

2.3. Civil Liability insurance coverage

As regards Civil Liability, the Contractor shall have an insurance policy against occupational hazard with a maximum coverage of 100.000€ per harmful event and annual total.

ARTICLE 3 General information

3.1 Clarifications on the Call

Requests to provide additional information or clarifications are submitted to the email cathanasiou@thpa.gr, copy to ptheologou@thpa.gr and asachinidou@thpa.gr, by no later than five (5) working days before the offer closing date. The answers are uploaded on ThPA SA webpage.

3.2. Language

The official language of this procedure is Greek and all offers shall be prepared in Greek or be accompanied by a Greek translation. Where there is a discrepancy, the prevailing wording is always the Greek one.

Additional information and technical booklets or other documents – company and not – with special technical content may be submitted in English, without having to be accompanied by a Greek translation.

3.3. Tender extension, amendment, addition or annulment

ThPA SA holds the right to extend the offer submission date or cancel the award procedure or decide to repeat it at any stage without any liability, cost or penalty, following the decision of its competent body. THPA SA also reserves the right, in a transparent manner, to amend the terms of the procedure.

ARTICLE 4 Offer submission way and time

Offers are submitted electronically by the interested parties by the **14.05.2020**, to both email addresses of ThPA SA Procurement Department cathanasiou@thpa.gr and ptheologou@thpa.gr.

ARTICLE 5 Offer content

The details of the offer are defined as follows:

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

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

Offers shall bear a company seal and signature and shall include the following information:

5.1. Participation Documents

To prove that they fulfil the eligibility criteria, participants must submit the following documents:

- Copy of company operation license
- Detailed presentation of facilities and mechanical equipment of the participant with attached floor plan of the Repair Service layout.
- A table of the main projects performed by the participant in the last decade and are relevant to the object of this tender (works at height). The table will describe the project, its budget, the execution time (start-end) and contact information of the contracting authority.
- List with the construction site personnel that will be employed at ThPA SA The list will indicate the following data: full name, specialty, licenses, construction site experience and duration of employment relation with the participant.
- A solemn statement whereby Candidates declare that they have been apprised on the special terms and requirements of the Tender Object and unreservedly accept the terms of the tender notice.
- Insurance contract or written statement of the Insurance Company stating that it shall provide on behalf of the particular competitor, insurance coverage in accordance with the requirements of this notice, which is at least Professional Liability and at least to the limits provided herein.
- To prove their lawful incorporation and representation, in the cases when the economic operator is a legal person, the legal establishment and lawful representation documents (such as articles of incorporation, certificate of changes, corresponding Government Gazettes, Board of Directors formal establishment in the case of SA, etc., depending on the participants' legal form). The above documents shall specify the lawful establishment, all relevant amendments to the statute, the person(s) legally binding the company on the date of the tender (legal representative, right of signature, etc.), any third parties authorized to represent the contractor, as well as the term of office of the person(s) and/or the members of the management body/legal representative.

ThPA SA may conduct indicative validation audits of the data that will be submitted by participants or ask for additional evidence to verify their participation right.

5.2. Technical Offer

The Technical Offer must cover all requirements set by ThPA SA in Part B herein, describing in detail all services provided and response times.

5.3. Financial Offer

The Financial Offer is drafted by completing the Financial Offer Template herein, is signed by the Tenderer, bears the company's stamp and includes the following:

- The net Hourly Price for each one of the 6 requested specializations to provide services in working days between 8:00 and 20:00. Offers that do not indicate a price for all required specializations will be rejected.
- The time of offer validity, which cannot be less than ninety (90) days.

The Total Weighted Hourly Price, which is an evaluation criterion, is the sum of the Hourly Prices multiplied by the Weighting Factors, as stated in the attached offer template.

ARTICLE 6 BID VALIDITY PERIOD

The submitted tenders are valid and binding for participants for a period of **ninety (90) days** from expiry of the deadline for submitting offers. Offers with a shorter validity period will be rejected **as unacceptable**.

The offer validity may be extended, if requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial bid validity period specified in the Call.

ARTICLE 7 Offer evaluation - Award

The submitted offers will be evaluated by an ad hoc Committee at a reasonable time after the offer closing time.

In case that during the control of the above documents it is found that some supporting documents were not submitted or are missing, the Committee may ask from participants to submit them or complete them reasonable time from the date of notification of the written notice.

During the evaluation, the Committee addresses requests to the participating economic operators to provide clarifications on the submitted bids and the participants must provide the clarifications within the specified deadlines, as the case may be.

The Tender will be completed after approval of the evaluation result by ThPA SA authorized bodies. This approval decision also includes improved offers that are accepted by the supplier.

After the evaluation, the participants are informed about the result of the tender in writing.

ARTICLE 8 Special conditions of procurement execution

8.1 Performance warranty bond

For the signing of the contract, a Performance Bond is required, the amount of which shall be one thousand five hundred euros (1.500€) and shall be deposited before or during the signing of the contract.

The performance bond shall cover the implementation of all contractual terms and requirements of THPA SA against the supplier, in their entirety and without discriminations.

The performance bond shall be forfeited in the case where the terms of the contract are violated, as specifically defined.

The performance bond shall be returned in total after the final quantitative and qualitative acceptance of the contractual object. In the case of acceptance remarks or late delivery, the performance bond shall be returned after the remarks and late delivery have been addressed.

8.2 Payment Method

The supplier's payment will be made sixty days from the date of issue of the tax document and the submission of any other document requested by the Accounting Department that conducts the audit and makes the payment.

The tax documents will be issued at the end of each month and will include the Works Sheet for that month.

8.3 – Price Adjustment

The offered prices shall be considered **fixed and final** and shall not be subject to any adjustments for any cause or reason, until the procurement is completed. For this reason, by participating in this Tender, interested parties explicitly, unreservedly and irrevocably waive all their rights with regard to any adjustment of the offered prices that might arise from other relevant provisions.

8.4 Contract monitoring

8.4.1 The monitoring and management of the Contract will be performed by the Equipment and Maintenance Division, which will make proposals about all issues pertaining to the proper execution of the Contract, the fulfilment of Contractor's obligations and the adoption of the necessary measures due to the failure of complying with the above terms.

8.4.2. The Competent Division, by its decision, will designate the competent Supervisor for monitoring works; the Supervisor will also operate as a Coordinator. The Coordinator's duties shall consist of certifying the execution of the Contract's scope and verifying the Contractor's compliance with the Contract terms. By proposal of the Supervisor, the Division in charge of executing the Contract can address documents with instructions and orders to the Contractor regarding the contract execution.

8.4.3 For the due and timely reception of services, the Contractor will issue a Works Sheet for every working day, where the following shall be registered: The gradual execution of the project, the daily number and specializations of personnel involved in the works, the emergency incidents and other information related to the project execution. The Works Sheet is co-signed by the Contract supervisor, who can make remarks about the compliance with the contract terms and a copy thereof is submitted to the Procurement Department of ThPA SA. The Works Sheets constitute an evidence for the reception of the project and the Contractor's payment.

8.5 Contract termination

ThPA SA can terminate the Contract during its execution, if the supplier, subject to events of Force Majeure, fails to fulfil his contractual obligations or to comply with the written orders of ThPA SA, which are in line with the Contract.

In that case, a special reminder shall be notified to the supplier, including a specific description of the actions to be taken by him, setting a deadline for compliance. If the deadline set forth in the special reminder expires without complying, ThPA SA can terminate the Contract and proceed to the forfeiture of the entire amount of the performance bond.

ARTICLE 9 Dispute Resolution - Applicable Law

This contract is governed by the Greek and EU Legislation and any dispute that may arise between THPA SA and the Supplier, regarding the execution, implementation of or, in general, the relationships created with this contract and until the warranty period of the contractual object expires shall be settled by the competent courts in Thessaloniki.

PART B: TECHNICAL SPECIFICATIONS

These technical specifications set the minimum requirements for the provision of repair and maintenance of the electrical and mechanical equipment of ThPA SA, which includes, inter alia, cranes, gantry cranes, trucks for container transport and other project machinery, cargo lifting devices, bulk cargo spreaders, lighting columns and monitoring systems.

The repair and maintenance works also include the restoration of the minor damages to vessels that were caused during loading/unloading operations due to ThPA SA's fault.

1. CONTRACTOR'S FACILITIES, EQUIPMENT AND PERSONNEL

1.1 The Contractor shall have a privately-owned organized Workshop with the main machine tools, at least lathe, router, driller, hydraulic press and a bridge crane of repair service.

1.2 During the repairs, the Contractor shall provide without extra charge the following tools:

- Portable welding generator (the cutting - welding electrodes will be provided by THPA SA).
- An oxy-acetylene device (the gases will be provided by ThPA SA)
- An impact wrench and a torque spanner for tightening bolts
- An electric wheel, the consumable discs will be provided by ThPA SA
- A 12mm electric boring portable drill
- A portable minimum 10bar hydraulic press
- Bearing pullers of different sizes
- Portable grease guns
- A tool box with basic tools for each working group

1.3 The Contractor shall provide services mainly at ThPA SA facilities with the following, depending on the need, personnel:

- One (1) Supervision Engineer who will communicate and work directly with ThPA SA Supervisor to ensure the smooth execution of works and the achievement of goals set in terms of the time, cost, quality and security of works.
- One (1) Certified Welder
- Two (2) Non-Certified welders
- Two (2) Assemblers - Fitters
- One (1) Industrial Plant Electrician

The personnel that will be employed will be suitable for the work to be performed, will have construction site experience, will have the necessary licenses (e.g. Electric welder), will be aware of the working conditions and the security measures that apply and will not contest the Supervisor's indications about work performance.

2. TAKING ON DUTIES

2.1 The Contractor shall provide services following a relevant notice by ThPA SA.

2.2 The Contractor shall receive telephone calls from 07:30 - 22:30 on working days, Saturday and Sunday.

2.3 The hourly labour cost is accrued by 30% and 75% for Saturday and Sunday respectively. It is stressed that the manhours of the Chief Engineer and the Foreman for receiving instructions from ThPA SA are not charged.

2.4 ThPA SA Supervisor will indicate to the Contractor's Chief Engineer the task and will briefly describe its requirements.

- 2.5 The Contractor's Chief Engineer will set together with ThPA SA Supervisor the works timetable and the necessary resources (human resources, equipment). Data will be recorded in a concise report that will be signed by both parties before the start of the works and a copy will be sent to the ThPA Procurement Department.
- 2.6 Within 24 hours from a call, the working team consisting of the suitable persons will undertake to perform the prescribed works. In exceptional cases, the Contractor will try to send directly the necessary staff.
- 2.7 Exceeding the prescribed works execution time and the number of employees that will be employed is only possible in exceptional cases after a written justification of the Contractor and approval of ThPA SA.

3. WORK EXECUTION

- 3.1 The Contractor's technical personnel will work under the instructions of the Contractor's Chief Engineer. In case of a disagreement with ThPA SA Supervisor, the Supervisor's instructions will prevail.
- 3.2 Upon arrival in the workplace, the personnel will have the necessary basic tools and the necessary Personal Protective Equipment (PPE) (helmet, boiler suit, safety shoes, gloves, goggles etc.)
- 3.3 During the stand-alone project the Contract may replace the employed workers without ThPA SA's prior approval.
- 3.4 ThPA SA reserves the right to ask for the removal or replacement of any of the Contractor's employees who is deemed unsuitable or violates the instructions regarding the technique and the security measures that need to be respected.

Depending on the nature of the works, THPA SA shall provide to the Contractor - provided that it is available - the following lifting equipment without additional charge:

- A mobile crane up to 150tn and an operator
- A straddle carrier up to 37tn without operator, on the condition that it will be used by a Contractor's employee with the required license.
- A special basket for carrying out works from a specific height

4. WORKS SUPERVISION

4.1 The Contractor's Chief Engineer will supervise the works execution and will issue daily a Works Sheet recording the gradual execution of the project, the daily number and specializations of personnel involved in the works, the emergency incidents and other information related to the contract execution. The Works Sheet is co-signed by the following day at the latest by ThPA SA supervisor, who can make remarks about the compliance with the contract terms and a copy thereof is submitted to the Procurement Department.

Note that the employment hours of the Contractor's Chief Engineer will be certified by ThPA SA Supervisor on the sole condition that he attends the works execution and supervises its personnel while carrying out the works assigned to it. More specifically, the works performed on the installed machinery on the Quays will be mandatorily supervised by the Contractor's Chief Engineer.

PART C: SPECIAL TERMS

- 1 All necessary works shall be carried out in accordance to the provisions of the Greek and European regulations. During the execution of works, the Contractor shall apply all security measures enforced by law, including those indicated on ThPA SA health and safety guide of which he has been informed.
2. The Contractor's employees will wear constantly the Personal Protective Equipment (PPE), will strictly comply with all instructions given by ThPA indoor/outdoor facility signing and will place warning signs of potential risks during the execution of their work.
3. The Contractor shall bear all the employer's responsibilities (payroll, social security contributions etc.)
4. The Contractor bears the full and sole civil and criminal responsibility for any accident or damage to persons, property or facilities of ThPA SA including its personnel or any third party and for the restoration of any failure or damage that may be incurred during or due to the execution of works by the Contractor.
5. ThPA SA shall not be liable for any theft of materials, equipment, machinery or tools of the Contractor, who shall be required to ensure they are properly and efficiently stored.

**THE CHIEF EXECUTIVE OFFICER
OF THPA S.A**

FRANCO NICOLA CUPOLO

Approved
C. Athanasiou

Approved
A. Davidian

ANNEX

FINANCIAL OFFER SAMPLE

Having regard to the Tender terms that I accept **in full and unconditionally**, I provide as follows:

Technician's specialization	(A) Weighting Factor	(B) Hourly Price	(A) x (B) Weighted Hourly Price
Chief engineer	10%		
Certified electric welder	30%		
Non-Certified electric welder	25%		
Assembler - Fitter- Machinist	25%		
Industrial Plant Electrician	10%		
Total Weighted Hourly Price	100%		

Note that: All table prices are in €/hours, do not include VAT but they include the staff's fee, all Employer's contributions provided for by law (main and supplementary social insurance etc.) and all the additional expenses related to staff's insurance.

OFFER VALIDITY: (.....)

Date, _____

Stamp, Signature

Stamp- Signature