

TENDER FOR THE REPAIR OF EIGHT (8) RMG TROLLEYS



Piraeus, Greece

September 2023

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1. INTRODUCTION

1.1 Scope of tender

The Container Terminal at Pier I of Piraeus Port Authority S.A (PPA S.A.) is situated in the Neo Ikonio region of Piraeus, Greece and has been in operation since 2010. The terminal itself is equipped with five (5) Super Post Panamax Ship to Shore quay cranes, three (3) Panamax Ship to Shore (STS) quay cranes, eight (8) Rail Mounted Gantry (RMG) cranes and other auxiliary container loading/unloading and transformational equipment.

The scope of this tender is the repair of eight (8) RMG Trolleys through supply of materials and parts including removal of damaged or malfunctioning parts and installation of new ones in order for the cranes to obtain a reliable working condition in accordance with the relevant manufacturer's specifications, guidelines etc. List of services to be provided by the eligible contractor under this tender document is listed below in paragraph 6.

1.2 Background

In 2021, PPA S.A. assigned a contract for technical studies on the eight (8) RMG Cranes consisting of structural calculations in accordance with FEM 1.001 using the existing as-built drawings and part lists (The calculations were performed by Finite Element Analysis (FEA) using rod/beam model and components with critical points obtained from the rod/beam model which were analyzed in detail by FEA using shell and solid model).

The specific studies evaluated the following mechanical factors:

- Proof of stress against yield stress,
- Proof of fatigue,
- Proof of stability against overturning,
- Proof of connection details.

With the above results, a list of reinforcement and renovation works was created accompanied with written procedures and detailed mechanical drawings for the rectification of the specific items.

Taking the above into consideration and through this tender procedure, PPA S.A. requests from experienced and reputable companies to submit an offer for the repair of eight (8) RMG Trolleys in order to return the cranes to a good working.

2. SUBMISSION OF TENDERS – CLARIFICATIONS - WORK DURATION

The time limit for the submission of offers is until Monday 9th of October 2023 until 16:00 Greek time (GMT +2). If for any reason the submission of bids is not held on the aforementioned date or, if it is held but no bid is submitted, it will be held on a new date to be determined by an act

of PPA S.A. and which will be announced by posting on the Company's website. The same process can be repeated a second time.

Interested candidates may receive additional information or clarifications concerning the present Tender, by submitting questions up to **3 days (included)** before the expiry of the time limit for the submission of offers in writing to PPA Procurement Department by e-mail to procurement@olp.gr

After the expiry of the above time limit, no other communication or request for clarification as to any terms may be acceptable. Written responses by PPA S.A. are notified to all interested parties until two (2) working days before the expiry of the time limit for the submission of offers. The time limit of work shall be **seven (7) calendars days** per RMG (a time schedule will be submitted by the candidate), from the date of contract signature. Delays due to PPA S.A.'s responsibility are not counted. The extension of the period can only be granted by PPA S.A.

3. TENDER PROCEDURE

Following a written application / request within five (5) calendar days from the publication date of the tender and after requesting and submitting to PPA S.A. a non-disclosure agreement (NDA) as per ANNEX B, the interested candidates will receive the following analytical technical information:

- i. RMG Trolley repair process procedures, including drawings and BOM.
- ii. Trolley transverse arm replacement process procedures including drawings and BOM.
- iii. The mechanical as built drawings of the entire crane (including parts and sub-assembly) in pdf format.
- iv. Bill of material for each parts and sub-assembly of the crane.

IMPORTANT NOTE: CAD models for the newly parts are available in Solidworks and STEP format.

All Candidates are requested to read very carefully the technical information and should have an onsite visit to the cranes to gain knowledge of the project.

4. CONFIDENTIALITY – PERSONAL DATA PROTECTION

During this tender procedure, PPA S.A. undertakes to keep confidential all data and information of candidates that comes to PPA S.A.'s knowledge. PPA S.A. has taken the appropriate measures and applies the necessary procedures regarding confidentiality and Personal Data Protection, in compliance with the relevant laws and in particular with the provisions of the Greek Law No 4624/2019 implementing the General Data Protection Regulation (EU) 2016/679 and the Directive (EU) 2016/680 of the European Parliament.

5. ELIGIBILITY CRITERIA

Eligible to participate to the present procedure are:

1. All legal entities duly registered in the General Commercial Register of Enterprises (GEMI) or equivalent, and having business activity such as sheet metal welding workshops, manufacturers of machinery, or equipment's that hold the required valid relevant to the scope of the repairs operating license are eligible to participate in the tender.
2. Candidates themselves who have had documented experience as **contractor or subcontractor or as member of joint venture/ consortium or other** in the past, in works of similar nature (in container cranes and components for the past 5 years).

Candidates must have:

1. at least one (1) certified International Welding Engineer (IWE).
2. ISO accreditations such as ISO 9001:2015, ISO 14001 and ISO 18001 or equivalent.

6. SUBMISSION OF OFFERS – CLARIFICATIONS

Offers submitted to PPA S.A., shall be in English or Greek language or officially translated to the English or Greek language and they will be submitted in-person by the Candidate himself or by the Candidate's Authorized Representative **only in hard-copy form**. All offers shall be submitted to PPA S.A. Headquarters at Akti Miaouli 10, Piraeus, 1st floor, office number 209.

Candidates must submit their offer as a folder named **OFFER** in the form of hard copy format containing the following:

One subfolder named "**PARTICIPATION DOCUMENTS AND TECHNICAL OFFER**", containing the documents according to par.6.1.

One subfolder named "**FINANCIAL OFFER**" containing the information and supporting documents for the financial bid according to par.6.2. and annex A.

Important Note 1: Hardcopy folders shall be all sealed.

Important Note 2: Hardcopy offers should contain a USB or CD with their offer (participation, technical and financial folders).

Offers are valid and binding upon the candidates **for three calendar (3) months** from the submission deadline. Any offer which sets forth a term of validity less than the above mentioned shall be rejected. Participants are advised that they may be requested to extend the validity of their proposals by a **further two (2) months**. It is at PPA S.A.'s sole discretion to

consider all proposals as void and invalid and cancel the whole bidding process. No compensation will be paid to the bidders under this circumstance.

Reasons for rejecting an offer may include (but are not limited to):

- If any information provided by the participant is found to be incorrect.
- If a participant fails to verify any information provided in the proposal in response to PPA's request.
- If minimum requirements are not met.

6.1 PARTICIPATION DOCUMENTS AND TECHNICAL OFFER

Candidate/s participating in this Call of Tender should clearly submit the following listed information (ON / OFF criteria):

- The **candidate/s registration certificate** (or equivalent) in force issued by the candidate/s business registry.
- **Authorized representative** Full contact details for the candidate/s' (including full name, address, phone and fax numbers and email address).
- A **participation Guarantee** according to paragraph 11.2
- A **presentation** of the candidate/ business (Business profile).
- A repair - **construction schedule** related to table 9.1
- **List of relevant services which have been carried out as contractor or subcontractor or as member of joint venture/ consortium or other** (repair container cranes exclusively) provided in the past five years, with the sums, dates and clients, public or private, accompanied by statements issued by the owner or by a Third-Party company.
- **Welder and procedure certifications** for his personnel according to the repair procedures upon his offer.
- **The availability of at least one (1) certified International Welding Engineer (IWE)** who will be responsible to develop WPS, for welder certification, to

inspect that the preparation of parts prior to welding are in accordance with drawings etc. Evidence will consist in CVs of the person/team responsible to deliver the service.

- **Copy of the quality assurance certificate**, e.g. ISO 9001:2015 or equivalent and mechanisms for conformity to standards such as certification related to either construction-manufacturing / repair of Mechanical equipment machinery, ISO 14001 and ISO 18001 certifications or similar accreditations.
- **A solemn declaration** stating the following:
 - a. the Contractor will submit to PPA, in accordance with current regulation (ΠΔ 305/96), a work program and methodology (including a risk assessment) as well as a health and safety plan for its workers before beginning work.
 - b. the contractor is obliged to appoint a Safety Technician and submit to the Labor Inspectorate a list of the personnel with the specialties of the workers he will employ in the project, in accordance with the current legislation (N.3850/2010).
 - c. stating that the Candidate gain knowledge of the project
 - d. stating that the Candidates acknowledge that fees will be applied in the case that each RMG is delivered late.
- **A solemn declaration** of the candidate/s:

stating that it is fully aware of the contents of this call and unconditionally and unreservedly accepts its terms;

- a. acknowledging that its participation in the process takes place at its sole risk and expense and that the participation as such does not establish any right to compensation from PPA or PPA's personnel;
- b. acknowledging that disqualification from the Tender or failure to succeed in the Tender does not create any right to compensation for the candidates

- **A solemn declaration** of the candidate/s

stating that he/she has not have been convicted on the basis of a final judgement for:

- a) participation in criminal organisations within the meaning of Article 2 of Council Framework Decision 2008/841/JHA Joint
- b) bribery within the meaning of Council Framework Decision 2003/568/JHA.
- c) fraud within the meaning of the Directive (EU) 2017/1371
- d) money laundering within the meaning of Article 1 of by the Directive 2005/60/EC
- e) terrorism or terrorism – related crimes as defined in Articles 1 & 3 of Council Framework Decision 2002/475/JHA;

- f) child labor and other offences concerning trafficking in human beings, as defined in Article 2 of the Directive 2011/36/EC;
- g) embezzlement, fraud, extortion, forgery, perjury, bribery, fraudulent deliberate bankruptcy, according to the Greek Penal Code or crimes similar in their specific aspects to the above, provided for in foreign legal orders.

- **Tax and social security clearance certificate**

Within the technical offer the following should be adequately and appropriately addressed with analytical detail of the proposed provided services:

N°	Description	Unit	Quantity
1	Construction of new and replacement of thirty-two (32) Trolley Transverse Arm according to the attached repair procedure "RMG_ARM_REPL_PROC_PROCED_REPORT_V5F" and drawings (including the replacement of silent block and alignment of the transverse arms).	pcs	32
2	Construction and installation of reinforcing plates around the Trolley wheels of the RMG according to the attached procedure "RMG_TROLLEY_REPAIR_PROCESS_PROCEDURES_REPORT_V3F" and drawings.	pcs	8
3	Replacement with new, four (4) gear reducers of the Trolley, including the shafts and wheels. It will concern only for the first RMG. (There are four (4) gear reducers per RMG).	pcs	4
4	For the rest of the RMG, twenty-eight (28) gear reducers should be disassembled and given a general refurbishment (new bushing, new sealings, oil, etc.).	pcs	28
5	Twenty-eight (28) refurbished gear reducers will be installed and aligned on the trolley.	pcs	28
6	Disassembly of shaft and wheel from the old Trolley gear reducer and inspection.	pcs	32
7	Replacement of the old Trolley rail pad and installation of new	meters	1.040
8	Replacement of all rails clamps.	pcs	4.096
9	Refilling by welding and grinding on the rolling surface of trolley rail were existed wear.	meters	-
10	Construction and installation of securing plate of Trolley (Pi "Π" shape).	pcs	32
11	Measurement and alignment of Trolley rails & wheels in accordance with the applicable standard FEM 1.001.	pcs	8

REMARKS:
For item N°1: silent block for the Transverse Arm will be supplied and installed by the winning bidder (SILENBLOCK "ANGST+PFISTER"PHOENIX-MEGI HL, Type 735083, size 80x50x100mm).
The winning bidder must allow access to PPA supervision members to his facilities for reasons of supervision, inspection of specific works upon request.
For item N°6 the inspection consists of measurement, with adequate and calibrated measurement instruments, the diameter $\Phi 100h6$ of the shaft and the internal diameter of the bushing $\Phi 100H7$ of the gear reducer. The bidder should give an offer for the repair (by welding or laser cladding) of shaft diameter and an offer for a new bushing for the gear reducer. If there is a problem with the gear reducers after inspection, the winning bidder will submit an additional offer to PPA. PPA may allocate these additional tasks to the winning bidder.
Paint of the new parts and touch up were needed should be performed according to the attached repair procedures. Paint, thinners and hardeners will be procured by the winning bidder. Paint (Primer, intermediate and top coat) should be PPG, HEMPEL or JOTUN.
Bolts and nuts for fixing: external and internal reinforcement half ring of Trolley boogies and for the Transverse Arm will be supply by the winning bidder. The bolts and nuts should be hot deep galvanized (HDP).
For item N°7 & N°8 rail pads and rails clamps should be supply from the winner bidder. For their reference see attached Bill Of Material.
PPA will assign to a Third-Party Inspection company the inspections of the repair procedures. The cost of the Third-Party Inspection company will be fully borned by PPA. The scope of work for the Third-Party Inspection company is as follow:
<ul style="list-style-type: none"> • Review of: <ul style="list-style-type: none"> * Contractor Welding Procedure Specifications. * Contractor Procedure Qualification Records. * Contractor Welders' certificates. * Contractor Filler material certificates. * Raw materials certificates.
<ul style="list-style-type: none"> • Third Party company will assign NDT activities (Magnetic & Ultrasonic Test) to an accredited laboratory.
<ul style="list-style-type: none"> • Spot witness to the premises of the contractor during the construction and during the works on the RMG's.
<ul style="list-style-type: none"> • Witness of all NDT activities performed by accredited laboratory. • Review of NDT reports from the laboratory concerning welding quality. • Visual inspection of welds repairs. • Witness during the alignment of Trolley rails and wheels. • Contractor Filler material certificates. Witness during the alignment
<ul style="list-style-type: none"> • Witness the load test in accordance with FEM Standard Booklet 8 for each RMG.
<ul style="list-style-type: none"> • Issue a final report.

The alignment of Trolley wheels will be performed in accordance with FEM Standards. Trolley rails will be alignment in accordance with Paragraph 8.2.2.4 of FEM booklet 8 Standard.
Upon completion of works, winning bidder should perform a load test (static & dynamic) according to Hellenic Gazette ΦΕΚ 1186 B with the witness of Third-Party Inspection company. The loads will be supply by PPA, and the cost of the Third-Party Inspection company will be fully borned by PPA.
All auxiliary equipment such as power supplies, working access, lighting, etc., shall be provided by PPA (tools to execute the works and NDT not included).
Attached documents:
File Transverse Arm containing BOM, Manufacturing drawings, Repair procedures. File Trolley Bogies containing BOM, Manufacturing drawings, Repair procedures. 12834-5603F1R0 Bearing Support Trolley Gear reducer bushing drawing As built drawings of the RMG with their B.O.M

Third-Party Inspection Company and approval procedure

Upon assignment of the works to the winning bidder, PPA S.A. shall also assign the supervision and approval process to a certified Third-Party inspection and certification company.

The winning bidder will provide all relevant access and details to the certified Third-Party inspection and certification company in order to receive the relative approval for the said works.

In case the certified Third-Party inspection and certification company provides remarks or requests further information, the winning bidder of this tender will comply with and provide the requested information in due time without any extra cost or charge.

6.2 FINANCIAL OFFER

Participants are requested to submit a financial offer as shown in Annex A. All prices should be stated in euros excluding VAT.

7. INSURANCE

The winning bidder will have to submit, at its own expense, a proper insurance coverage which will be in force throughout the period of works and contract's duration, for:

A) Third Party Liability:

- i. 250.000,00 € against bodily injuries per person.
- ii. 500.000,00 € cumulatively, against any and all material damages per accident or sequence of accidents, by the same cause, arising out of these works to PPA, as part of the activities and duties hereby undertaken by the winning bidder, in accordance with the terms and provisions that will be in the relevant agreement between the two parties.
- iii. 1.000.000,00 € against group accident, upper contract limit during works execution.

B) Employers Liability for the Contractor's personnel, as well as for any subcontractor's personnel employed during project's execution and third-party liability amounting to:

- i. 250.000,00€ per person and group accident per incident.
- ii. 500.000,00€ upper coverage limit for employer's liability. In the relevant insurance agreement, both PPA SA and the Greek state must be co - insured.

Note:

The winning bidder upon contract signature will submit a certificate of insurance and within ten days from contract signature will submit the relevant insurance policy/ contract.

8 SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Contracting Authority and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the work.

Subcontracting is permitted in the tender but the main contractor will retain full liability towards PPA S.A. for performance of the contract as a whole. PPA S.A. has no direct legal commitment with the subcontractor(s).

The selected contractor may outsource a part of the project corresponding to its work, up to the worth of forty per cent (40%) of the overall value of the project, to one or more Enterprises via subcontracting agreements.

Where the tenderer relies on the capacities of other entities with regard to criteria relating to economic and financial capacity, PPA S.A. may require that the economic operator and those entities should be jointly liable for the performance of the contract.

9 TENDER EVALUATION FORMULA

The evaluation committee appointed by PPA shall evaluate the proposals on the basis of most advantageous offer based on the financial and technical criteria and relates scoring weights as follows:

Evaluation of Technical Proposal/ Technical Score:

- Technical specifications for the repair of Trolley for the eight (8) RMGs: up to 100 points
- Technical Score (St) = 100 Total Maximum Points

The formula for determining **the Financial Score (Sf)** shall apply as follows:

$$Sf = 100 \times FM/F$$

Where:

- Sf is the financial score;
- FM is the lowest priced Financial Proposal and
- F is the price of the proposal under consideration.

Proposals will be ranked according to their **combined technical (St) and financial (Sf) scores** using the weights:

Where:

- T = the weight of 70% given to the Technical Proposal;
- P = the weight of 30% given to the Financial Proposal.

The combined technical and financial score, S, is calculated as follows:

$$S = St \times T (\%) + Sf \times P (\%)$$

The Candidate achieving the highest combined technical and financial score (S) will be ranked first and will be the Temporary winning bidder. In the event of an absolute tie, the Candidate with the highest Sf score will be ranked first and will be the Temporary winning bidder.

Evaluation criteria as set below will be used for all submitted offers:

Item	Evaluation Criteria	Scoring range (Points system)	Total
Business profile	Range of activities, the size and structure of the company and the years in business of the company.	Maximum 20 points	100 points
Experience	Previous similar or relative projects, based on the requirements of the Call.	Maximum 30 points	
Technical Proposal	Understanding of the Call and analytical technical proposal (Process, methodology and organization).	Maximum 20 points	
Delivery time	For each RMG, the maximum delivery time is seven (7) calendar days. Between repairs there will be a time gap 7-10 days.	<ul style="list-style-type: none"> ➤ 10 points for 7 calendar days ➤ 20 points for 6 calendar days ➤ 30 points for 5 calendar days 	

Table 9.1 Evaluation criteria

10. PAYMENT TERMS

100% of **Payment per unit** upon the completion of repairs of the specific unit. Documentation needed: Invoice (to be issued after third party approval), PPA certificate of acceptance, final approval from the certified Third-Party inspection company assigned by PPA.

Penalties

If the Contractor fails to complete the repair in time for each RMG, then he is liable to pay for the specific RMG relevant delay compensation amounting **1.500,00 euros per day** of delay subjected to maximum **10 % of total contract value of all repairs**. .

11. LETTER OF GUARANTEE

11.1 Performance Guarantee

The awarded contractor shall have to submit a Performance Guarantee. The performance guarantee will be issued by a financial institution in favor of PPA for an amount equal to **10%** of the total amount of the contract without VAT valid until two (2) months after the final repair of the eight (8) RMGs Trolley.

11.2 Participation Guarantee

For valid participation in the competition, the contestants must submit letters of guarantee of participation, amounting to the amount of **6,000.00 Euros**. The letters of guarantee must state the name of the tendering legal entity (company) or the title of the Consortium, the title of the project for which the guarantee is given, a clear waiver by the guarantor of the objection of encumbrance up to the above amount and an unconditional promise to pay the amount of the guarantee, without any objection or objection, within five (5) working days at the most from the relevant notification. The guarantee letters of participation have a validity period greater than or equal to six (6) months, from the date of the tender. The guarantee of participation in the tender is forfeited if the tenderer withdraws his offer during its validity, provides false data or information regarding the reasons for exclusion, does not present the supporting documents in time or does not come in time for the signing of the contract. The Participation Guarantee Letter will be returned: (a) to the Contractor by presenting the Performance Guarantee Letter and signing the contract, (b) to the Candidates within ten (10) days after the signing of the contract.

GENERAL TERMS AND CONDITIONS

1. This Tender is expressly not a Contract between PPA and the Participant, or an offer to Contract.
2. Nothing in this tender, any Proposal, or any conduct or statement made before or after the issue of this tender is to be construed so as to create legitimate expectations or give rise to any contractual obligations, express or implied, or any obligations in equity. PPA makes no binding representations or undertakings as to how the Proposal process will be conducted.
3. PPA reserves the right to postpone, adjourn or cancel the Tender, as well as to amend the timetable of the Tender and of the Tender in general, at any time, or to repeat the Tender, at its sole discretion, without bearing any liability towards the Participants in the Tender or/ and any third parties. Participation in the Tender remains at the Participant's sole responsibility and expense. The Participant does not derive any compensation rights from this participation other than those set out in the present document. Participation itself in the Tender Procedure equals to Participant's full and unconditional acceptance of the Tender terms and conditions.
4. PPA reserves the right to make any amendment in connection with the present Tender. All amendments shall be communicated in writing to all Bidders. Possible supplementary offers meeting the requirements of these amendments shall be submitted signed by the party signing the initial Offer and shall comprise an integral part of the initial offer.
5. PPA reserves the right to enter into competitive negotiations with all successful Participants after the Evaluation process and before concluding the Contract.
6. The Contract will be governed by and construed in accordance with the Laws of Greece. Disputes, if any, arising out of the performance of the Contract will fall within the jurisdiction of the Courts of Piraeus.
7. The Contract and all written communication between the parties will be in the English language.
8. All applicable regulations and standards (Greek, European Union) should be complied with.
9. Confidentiality: The parties shall keep the terms of the Tender or/and the Contract strictly confidential and shall not disclose such terms to third parties, except it may be required by Law.
10. If a Participant is found to have made false or misleading claims or statements, PPA reserves the right to reject at any time, any Proposal submitted by or on behalf of that

Participant. Participants should be aware that giving false or misleading information is a serious offence under the Criminal Code.

11. The Participants are prohibited to form alliances or exchanging information in the tender process, so as to damage the interest of PPA and also exclude the participation of other bidders.

ANNEX A: FINANCIAL PROPOSAL SUBMISSION FORMS

To: _____ [Date]

[Name and address of PPA]

Ladies/Gentlemen:

We, the undersigned, offer [] in accordance with your Call of Tender entitled

“TENDER FOR THE REPAIR OF EIGHT (8) RMG TROLLEYS”.

(_____) [Date] and our Offer. Our attached Financial Proposal is for the sum of
Euros (_____)
[Amount in words and figures] and is our full and final offer that does not include VAT.

Item #	Unit price (€) (including VAT)	QTY	Total Price (€) (including VAT)
Repair of eight (8) RMG Trolleys		8	

Our Offer shall be valid and binding (without any terms) vis-à-vis PPA for four (4) months after the expiry of submission date of the offers, plus two (2) months if PPA SA requests so according to the Tender terms.

We understand you are not bound to accept our Proposal and we are not entitled to any compensation in case of non-acceptance or withdrawal of our proposal.

Yours sincerely,

_____[Authorized Signature]

_____[Name and Title of Signatory]:

_____[Name of Firm]

_____[Address]

ANNEX B: NON-DISCLOSURE AGREEMENT (NOT TRANSLATED)

Subject: Repetitive Tender for the award of repair services of eight (8) RMG Trolleys

I, the undersigned,(father's name:), resident of.....
(address:), holder of Police ID card/passport no. issued in on.....,
Legal Representative of..... hereby solemnly declare the following:

1. In the context of my participation as Tenderer/Candidate in the tender procedure, I hereby commit and undertake to keep strictly and fully confidential any confidential information which comes to my knowledge in relation to the above Tender; to apply any measures necessary to prevent any unauthorised access to such information; and to not reproduce or disclose such information to third parties.
3. The above obligations, which are hereby assumed by the Company I represent, shall apply for a term of three (3) years.
4. In case I intentionally or negligently fail to fulfil the above commitments and obligations, I shall be liable to indemnify PPA SA for any damage that may arise from such failure.

Piraeus -... -2023

The Declarer

***This declaration must be accompanied by the company's latest Certificate of Representation (GEMH or equivalent) to show that the Declarant is a legal representative.**