

REQUEST FOR QUOTATION RFQ 006/2025

**For the disposal and removal of obsolete equipment/machinery of ThPA S.A. as
scrap**

<i>Open RFQ</i>	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY S.A. Main activity: Port services Address: Within the Port of Thessaloniki, Pier 1 PC: 54625, Thessaloniki, Greece Tel.: +30 2310 593 118 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Bids	18/09/2026
Deadline for the Submission of Requests for clarifications	14/09/2026
Award Criteria	Most advantageous bid based on price
Contact for Information / Clarifications	E-mail: procurements@thpa.gr Name: Ilias Samaras E-mail: isamaras@thpa.gr Telephone: +30 2310 593 206 Name: Kyriakos Kelidis Email: kelidis@thpa.gr Τηλ: +30 2310 593 333

THPA S.A., which has entered into the **Concession Agreement dated 02.02.2018** with the Hellenic Republic concerning the **"Concession Agreement on the Use and Exploitation of Certain Areas and Assets within the Port of Thessaloniki"**, ratified by **Law 4522/2018 (Government Gazette A' 39/07.03.2018)**, hereby conducts an open tender procedure for the disposal and removal of obsolete equipment/machinery and other materials as scrap and for recycling purposes, located within the Port of Thessaloniki. This procedure is conducted in accordance with the provisions of the aforementioned Concession Agreement, as amended and in force from time to time, the **Procurement Regulation** available on its website at: <https://www.thpa.gr/el/ourvision/#Policies> and subject to the following terms and conditions:

Article 1 – Subject

1.1 TPHA S.A. hereby announces an Open Tender Procedure, through the submission of electronic bids, for the disposal and removal of obsolete equipment/machinery and other materials as scrap and for recycling purposes, located within the Port of Thessaloniki.

1.2 The equipment, machinery, and other materials subject to disposal and removal are described in detail in Part B of this Invitation to Tender.

Article 2 - RfP Participants Eligibility

2.1 Eligibility to Participate

2.1.1 Right to Participate

The tender is open to economic operators, whether natural or legal persons, engaged in professional activities relevant to the subject matter of this Invitation to Tender and meeting the following Eligibility (Personal Status) Criteria and Qualitative Selection Criteria.

2.1.2 Personal Status Criteria

Participants must:

Not be bankrupt, subject to special liquidation proceedings, under compulsory administration by a liquidator or by court order, subject to a creditors' arrangement, have suspended their business activities, be undergoing restructuring proceedings without complying with the relevant requirements, or be in any analogous situation arising from a similar procedure under national legislation.

Neither the participant itself, in the case of a natural person, nor its legal representative, in the case of a legal entity or an association of economic operators, must have been convicted by a final judgment 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 the offences set out in Article 187 of the Greek Penal Code (criminal organization);

b) active 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 (OJ C 195, 25.06.1997, p.1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.07.2003, p.54), as well as the relevant offences under the participant's national legislation, including the offences provided for in Articles 159A, 236, 237 paragraphs 2-4, 237A paragraph 2 and 396 paragraph 2 of the Greek Penal Code;

c) fraud affecting the financial interests of the European Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371, as well as the related offences provided for under the Greek Penal Code and customs legislation insofar as they affect or are linked to the financial interests of the European Union;

d) terrorist offences or offences linked to terrorist activities, as defined in Articles 3 to 12 of Directive (EU) 2017/541, including inciting, aiding, abetting or attempting to commit such offences;

e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 and the relevant provisions of Greek Law 4557/2018;

f) child labour or other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EU and Article 323A of the Greek Penal Code;

g) embezzlement (Article 375 Greek Penal Code);

h) fraud (Articles 386-388 Greek Penal Code);

i) extortion (Article 385 Greek Penal Code);
j) forgery (Articles 216-217 Greek Penal Code);
k) perjury (Article 224 Greek Penal Code);
l) bribery (Articles 235-237 Greek Penal Code);
m) bankruptcy offences (Article 197 of the Greek Insolvency Code, Law 4738/2020);
n) violation of environmental legislation resulting in the imposition of an administrative sanction.
Not be subject to any of the exclusion grounds set out in Clause 9.2 of the THPA S.A. Procurement Regulation.
Be compliant with their tax and social security obligations.
The exclusion criteria set out in Article 2.1.2 shall apply in accordance with Greek and European Union legislation and/or the national legislation governing any foreign participant.

2.2 Submission of a Bid by an Association of Economic Operators

2.2.1 In the event that a bid is submitted by an association of economic operators (consortium/joint venture), each member of the association must independently satisfy the Personal Status Criteria set out in Section 2.1.2.

2.2.2 Where a bid is submitted by an association of economic operators, all members shall be jointly and severally liable towards THPA S.A.

2.2.3 Associations of economic operators, including temporary joint ventures, are not required to adopt a specific legal form in order to submit a bid. However, the selected association may be required to adopt a specific legal form if such form is necessary for the proper performance of the contract.

2.3 Presumption Arising from Participation in the Tender

Participation in the tender shall constitute conclusive evidence that each participant has obtained full knowledge of the tender procedure, all related information, and the conditions governing the execution of the contract. Any failure by a participant to obtain information regarding the above matters and the tender requirements shall be entirely at that participant's own risk and responsibility. Under no circumstances shall such failure relieve the participant, if selected as Contractor, from its responsibility and obligation to fully comply with all contractual obligations.

Article 3 – Language & Provision of Clarifications on the RfP

3.1 The official languages of the procedure are Greek and English. All bid documents shall be prepared either in Greek or in English, or, where drafted in a third language, shall be accompanied by an official translation into one of the aforementioned languages.

3.2 Requests for clarifications shall be submitted electronically to the Procurement Department of THPA S.A. at procurements@thpa.gr, with copy to kkelidis@thpa.gr and isamaras@thpa.gr, no later than five (5) days prior to the bid submission deadline. Requests for clarifications submitted through any other means shall not be considered. Responses and clarifications shall be published electronically on the THPA S.A. website at www.thpa.gr.

3.3 The responses and clarifications provided shall form an integral part of the tender documents and shall be considered binding terms of the tender procedure. Participants may not rely on any verbal responses or clarifications.

Article 4 - Bid Submission Method and Deadline

4.1 Bids shall be submitted by participants no later than **Friday, 18 September 2026, at 23:59** (Greek local time, UTC+2). Bids must be unconditional and shall not be subject to any terms, conditions, contingencies, or reservations. They shall be submitted electronically to procurements@thpa.gr, with copy to kkelidis@thpa.gr and ptheologou@thpa.gr, by sending a password-protected compressed folder/file. The password shall be sent to the above email addresses after the expiration of the bid submission deadline, following the relevant notification by the participants.

4.2 No bids may be submitted after the deadline date and time. Late submissions shall not be considered.

Note: If the size of the electronic file package exceeds the maximum attachment size permitted for email transmission, the electronic file package may be submitted through a large-file transfer platform (e.g., Microsoft SharePoint, OneDrive, WeTransfer, Google Drive, etc.).

Article 5 - Extension, amendment, addition, postponement, renewal or cancellation of the RfP

5.1 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.

5.2 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.

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

Article 6 - Bid Validity Period & Award Criterion

6.1 The submitted bids shall remain valid and binding upon the participants for a period of at **least ninety (90) days** from the bid submission deadline specified in the tender documents. Bids with a shorter validity period shall be rejected as inadmissible.

6.2 The validity period of a bid may be extended, provided that such extension is requested by THPA S.A. prior to the expiry of the original validity period, for a maximum period equal to the initial validity period specified in this Invitation to Tender.

Article 7 – Contents of Bids

7.1 Each participant may submit only one bid dossier.

7.2 The bid dossier shall include two (2) separate subfolders, as follows:

(a) **Participation Documents**

(b) **Financial Proposal**

7.3 Without prejudice to the above, alternative bids, conditional bids, bids subject to contingencies or reservations, bids covering only part of the tender scope, counteroffers, amendments to submitted bids, or any proposals that may be construed as counteroffers shall not be taken into consideration and shall be rejected.

7.4 The requirements set out in Article 2 of this Invitation to Tender, the participation documents specified in Article 8, and the financial proposal required under Article 9 constitute conditions for admissible participation in the tender. Following the award of the contract and prior to the execution of the agreement, THPA S.A. may, upon notifying the Contractor of the award decision, request the submission of additional supporting documents as evidence of compliance with the aforementioned requirements for the purpose of contract execution.

Article 8 – Participation Documents

8.1 In order to demonstrate compliance with the eligibility requirements set out in Article 2 of this Invitation to Tender, participants shall submit, within their bid dossier and in a separate subfolder, the following participation documents:

- 1.** A certificate of registration with the competent Chamber of Commerce and Industry and/or any other competent authority, where applicable (for domestic economic operators), or an equivalent certificate/approval/license issued by the relevant authority of the country of establishment (for foreign economic operators), evidencing compliance with the requirements set out in Section 2.1.1 of Article 2 of this Invitation to Tender.
- 2.** A Solemn Declaration by the participating natural person, or by the legal representative of the participating legal entity or association of economic operators, stating that: a. the participant has reviewed this Invitation to Tender and unconditionally accepts all of its terms and conditions; b. the participant has become fully aware of the specific requirements and characteristics of the tendered scope and fully and unconditionally accepts the terms of the Invitation to Tender; c. during the execution of all works, the participant shall take all necessary measures for environmental protection and for compliance with health and safety regulations in accordance with applicable legislation; and d. the participant undertakes to dismantle and remove the materials (scrap) from the premises of THPA S.A. at its own cost and expense, leaving the area where the materials are located clean and available for use.
- 3.** A Solemn Declaration by the participating natural person, or by the legal representative of the participating legal entity or association of economic operators, stating that neither the participant nor, where applicable, the economic operator represented by such person, is subject to any of the exclusion grounds set out in

Article 2, Section 2.1, Subsection 2.1.2 of this Invitation to Tender, and that there are no grounds to believe that any such exclusion grounds will arise during the validity period of the bid or any extensions thereof.

4. A Solemn Declaration stating that the participant has taken knowledge of and accepts the Concession Agreement between the Hellenic Republic and THPA S.A. (Law 4522/2018, Government Gazette A' 39/07.03.2018).
5. A certificate issued by the competent authority confirming that the participant has fulfilled its obligations regarding social security contributions and tax liabilities, valid on the date of the tender procedure.
6. The applicable corporate and representation documents, as appropriate, such as the General Certificate of Amendments from GEMI (General Commercial Registry); Certificate of Current Representation from GEMI; Latest amended Articles of Association; Resolutions regarding the appointment and composition of management bodies; and any other relevant corporate documents, duly published in GEMI, depending on the legal form of the participant. These documents must demonstrate the lawful incorporation of the entity, the person(s) authorized to legally bind the company on the date of the tender procedure (legal representative, signatory authority, etc.), any authorized representatives, and the duration of their appointment.
7. The Personal Data Processing Information Notice attached as Appendix 1, signed by the participant in the case of a natural person, or by the legal representative in the case of a legal entity or association of economic operators.
8. A Bid Bond (Participation Guarantee), as specified in Article 10, or proof of bank deposit, valid for at least ninety (90) calendar days from the bid submission deadline, in the amount of three thousand euros (3.000,00 €), payable upon first demand and issued by a reputable and recognized credit institution or fund lawfully operating in Greece.
9. An Environmental Liability Insurance Policy, in accordance with Law 4685/2020, together with registration of the collector and transporter in the Electronic Waste Registry (EWR/HMA). The insurance coverage shall cover third-party liability and environmental restoration costs in the event of damage, with a minimum coverage amount of one hundred thousand euros (100.000,00 €) per occurrence.
10. The valid and approved Environmental Terms Approval Decision (AEPO) and Operating License for the facility.
11. The cooperation agreement with EDOE (Alternative Vehicle Management System from the Greek Authorities) for vehicle dismantling and deregistration.
12. Any additional licenses, quality certificates, or process certifications submitted will be taken into positive consideration during the evaluation process.

NOTE:

A.1. The Declarations on Honour required under this Invitation to Tender must either:

- be executed in the form provided for under Article 8(2) of Law 1599/1986 with certification of the authenticity of the signature by a competent authority; or
- be digitally issued through the website <https://www.gov.gr/>; or
- bear a valid qualified electronic signature.

Where certification of signature authenticity cannot be obtained through any of the above methods (e.g., participation of a foreign economic operator), an equivalent declaration duly authenticated by a competent authority shall be submitted.

A.2. A Participant may submit a single consolidated Declaration on Honour covering the statements required under Points 2, 3 and 4 of Section 8.1 above.

B. Foreign economic operators shall submit equivalent supporting documentation issued by the competent authorities and bodies of their country of establishment.

C. It is noted that where a GEMI certificate specifying the Participant's business activities is submitted, submission of a separate Chamber of Commerce registration certificate is not required.

D. If, during the tender procedure, any condition or document referred to in Articles 2 and 8 of this Invitation to Tender changes, the Participant shall be obliged to promptly notify THPA S.A. of such change.

8.2. Associations of economic operators submitting a joint bid shall submit the documents listed in Section 8.1 for each economic operator participating in the association.

8.3. In addition, associations of economic operators shall submit a Declaration on Honour, signed by all members, including at least the following:

- The extent and nature of each member's participation in the performance of the contract.

- The member responsible for the coordination and management of all members.
- The common representative/contact person appointed to represent the association and its members before THPA S.A. within the framework of this tender.
- A statement that each member of the association shall be jointly and severally liable with the other members towards THPA S.A. for any claim arising from participation in the tender and/or performance of the contract.

Article 9 – Financial Proposal

9.1 The Financial Proposal shall be prepared in accordance with the template attached hereto (**Appendix 3**), shall bear the signature of the participating natural person or the duly authorized representative in the case of a participating legal entity or association of economic operators, and must expressly state the following:

- The **unit price per item of equipment/machinery** to be disposed of, including the dismantling and removal cost;
- The **unit price per ton**, for each disposal category, in accordance with the following categories:
 - A. MISCELLANEOUS ELECTRICAL EQUIPMENT (TRANSFORMERS & CABLES)**
 - B. MISCELLANEOUS MECHANICAL EQUIPMENT**
 - C. OTHER MATERIALS (METALLIC ITEMS)**
 - D. EMPTY SHIPPING CONTAINERS (20 ft)**
 - E. EMPTY SHIPPING CONTAINERS (40 ft)**
- The **validity period of the bid**, which may not be less than ninety (90) days from the bid submission deadline, in accordance with Article 6 of this Invitation to Tender;
- The **equipment/machinery removal period**;
- Any additional information deemed necessary by the bidder.

Participants shall submit a financial proposal covering the **entire quantity of materials offered for disposal**, using the form included in **Appendix 3**, in accordance with the Financial Proposal Template attached to this Invitation to Tender.

It is noted that, for the purpose of preparing their bids, interested parties may, following prior coordination with the competent Directorate of THPA S.A., visit the Port in order to obtain full knowledge of the condition of all materials offered for disposal, as well as of the area in which the works will be carried out.

9.2 The offered prices shall be expressed in **Euro (€)**, rounded to **two decimal places**, shall **exclude Value Added Tax (VAT)**, and shall remain binding upon the participant throughout the validity period of its bid and throughout the duration of the Contract.

9.3 The offered consideration must fully comply with the terms of this Invitation to Tender, shall be fixed and final, and shall not be subject to revision, adjustment, or escalation for any reason whatsoever until completion of the scope of the Contract. Accordingly, participation in the tender constitutes the participant's express, unconditional, and irrevocable waiver of any right to seek adjustment of the offered consideration that may arise under any applicable legal provision. The participant shall not be entitled to increase the total consideration or any individual prices included in its bid, nor to request any additional compensation or benefits from THPA S.A.

9.4 The Financial Proposal must be completed in full and must not contain any corrections, erasures, deletions, or alterations of any kind. Failure to comply with this requirement shall result in exclusion from the tender procedure.

9.6 Each participant may submit only **one Financial Proposal**.

9.6 The offered consideration shall include all costs and expenses associated with the performance of the services, including but not limited to the dismantling, removal, transportation, and disposal of obsolete equipment, machinery, and other materials, all duties, charges, taxes, and levies, the salaries, fees, insurance contributions, and employment-related costs of the Contractor's personnel (including employer social security contributions and contributions to insurance funds, given that the Contractor is the employer of its personnel), and all ancillary works and services deemed necessary for the proper, professional, and complete execution of the works. All accompanying activities required for the proper and successful completion of the Contract shall be deemed included in the offered consideration.

Article 10 – Tender Participation Guarantee

10.1 The Participation Guarantee shall be in the form of a **Bid Bond payable upon first demand**, issued by a reputable and recognized financial institution lawfully operating in Greece, and shall include at least the following elements:

- the date of issue;
- the Bid Bond number;
- the issuer of the Bid Bond;
- the beneficiary of the Bid Bond (**THPA S.A.**);
- the amount covered by the Bid Bond, stated both in words and figures [amount of **three thousand euros (€3,000.00)**];
- the full corporate name, Tax Identification Number (VAT No.), and address of the participant on whose behalf the Bid Bond is issued (in the case of a single Bid Bond issued on behalf of an association of economic operators, the above information shall be stated for each member thereof);
- the details and the bid submission deadline of this Invitation to Tender;
- the expiry date or validity period of the Bid Bond (**validity ≥ 90 calendar days calculated from the bid submission deadline**);
- the following terms:
 - the Guarantee is provided irrevocably and unconditionally, and the issuer waives the rights of division and discussion;
 - the issuer of the Bid Bond undertakes to pay the amount thereof, in whole or in part, within five (5) days of a simple written notice from the beneficiary.

10.2 With regard to foreign economic operators, the Bid Bond must be issued by a reputable bank of international standing through an intermediary bank lawfully operating in Greece. Foreign economic operators shall submit the Bid Bond exclusively in the form of a **SWIFT message**, which must include at least the following essential information:

1. To or Beneficiary;
2. In Favor of or Applicant;
3. Issuing Bank or Guarantor;
4. Amount, Validity Period, Type of Guarantee (Bid Bond), and the wording required under Article 10.1 of this Invitation to Tender.

10.3 All costs, charges, and banking expenses, including those relating to the issuance, extension, and cancellation of the Bid Bond, shall be borne by the participant.

10.4 In the case of associations of economic operators, a Bid Bond may be submitted either:

- as a single Bid Bond issued on behalf of the association covering all of its members, individually and jointly and severally liable by virtue of their membership in the association; or
- separately by each participating economic operator.

10.5 In the event of an extension of the validity period of the bid, the participant shall, under penalty of exclusion, renew the validity of the Bid Bond or submit a new Bid Bond under the same terms, no later than five (5) working days from receipt of the relevant written notice from THPA S.A.

10.6 The Bid Bond shall be forfeited in favor of THPA S.A. in the event that:

- I. the participant withdraws its bid after submission;
- II. the participant fails to extend the validity of its bid when requested to do so by THPA S.A., or extends the validity of its bid but fails to renew the validity of the Bid Bond;
- III. THPA S.A. determines that the participant has provided false data or information relating to the participation documents;
- IV. the selected Contractor fails to submit the additional supporting documents in accordance with Article 7.4 or expressly or implicitly refuses to appear for the execution of the relevant contract within the prescribed deadline.

10.7 The Bid Bond shall be returned:

- I. to the Contractor and the remaining participants no later than five (5) working days after the execution of the contract award agreement;
- II. at earlier stages of the award process, to participants whose bids have been rejected;

III. in the event of cancellation of the tender, to each participant no later than five (5) working days following notification of the cancellation decision;

IV. in the event of cancellation of the tender, to each participant no later than five (5) working days from the cancellation of the tender.

10.8 Instead of submitting a Bid Bond, participants may make a bank deposit to THPA S.A.'s account with **No.:** 5215-044724-728 and **IBAN:** GR93 0172 2150 0052 1504 4724 728 held by THPA S.A. with **Piraeus Bank**.

10.9 The Bid Bond or bank deposit receipt shall be submitted electronically by the participants together with the remaining participation documents. The original hard copy of the Bid Bond shall be delivered or sent to THPA S.A. within three (3) working days from the bid submission deadline.

10.10 The Bid Bond shall be issued by a reputable and recognized **Monetary Financial Institution (MFI)** lawfully operating in Greece.

10.11 Bids submitted without the required Participation Guarantee shall be rejected as inadmissible.

Article 11 – Evaluation of Bids

11.1 The evaluation of bids shall be conducted without the presence of the participants.

11.2 The criterion for the evaluation of bids, the selection of the Contractor, and the award of the Contract shall be the most economically advantageous bid, provided that the bidder is not excluded from participation and fully complies with all requirements and criteria set out in this Invitation to Tender.

11.3 THPA S.A. may address requests to participants for the provision of clarifications, and participants shall be obliged to provide such clarifications within the deadlines specified in each case. THPA S.A. reserves the right to request the submission of revised bids.

11.4 In compliance with the principles of equal treatment and transparency, THPA S.A. may request participants, where the information or supporting documentation required to be submitted is or appears to be incomplete or incorrect, or where specific documents are missing, to submit, supplement, clarify, or complete the relevant information or supporting documentation.

PART B – EQUIPMENT FOR DISPOSAL

The subject matter of this tender is the disposal and removal of obsolete equipment/machinery and other materials owned by THPA S.A., as scrap and for recycling purposes, located within the Port of Thessaloniki.

The equipment subject to disposal includes all of the items listed below, as classified under each disposal category.

Machinery & Vehicles:

Asset nr	ThPA Nr	Description	Category	Licence Nr	Ops. since
120000000121	L 67	Φ 67 CAT 262B 0,8M3 78HP	LOADER	ME87669	2006
120000000129	LE 76	ΦE 76 CAT 319D 126HP	EXCAVATOR	ME120857	2011
130200000029	AT 96	AT 96 Opel Vivaro ΦK 1160kg	TRUCK	NIZ3506	2007
130200000027	AT 97	AT 97 Opel Vivaro ΦK 1160kg	TRUCK	NIZ3504	2007
130200000028	AT 98	AT 98 Opel Vivaro ΦK 1160kg	TRUCK	NIZ3505	2007
120000000432	K-2	KOXΛIOMETAΦOPEAΣ K-2	Screw pipe	N/A	unknown
120000000435	K-6	KOXΛIOMETAΦOPEAΣ K-6	Screw pipe	N/A	unknown
120000000436	K-7	KOXΛIOMETAΦOPEAΣ K-7	Screw pipe	N/A	unknown
120000000437	K-8	KOXΛIOMETAΦOPEAΣ K-8	Screw pipe	N/A	unknown
120000000438	K-11	KOXΛIOMETAΦOPEAΣ K-11	Screw pipe	N/A	unknown
120000000440	K-13	KOXΛIOMETAΦOPEAΣ K-13	Screw pipe	N/A	unknown

General Disposal Categories:

- A. MISCELLANEOUS ELECTRICAL EQUIPMENT (TRANSFORMERS & CABLES)
- B. MISCELLANEOUS MECHANICAL EQUIPMENT
- C. OTHER MATERIALS (METALLIC ITEMS)
- D. EMPTY SHIPPING CONTAINERS (20 ft)
- E. EMPTY SHIPPING CONTAINERS (40 ft)

The Procurement Division of ThPA S.A.

Annexes:

1. Personal Data Processing Information Notice
2. Main Terms and Conditions of the Contract
3. Financial Proposal Template

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. The "Data Controller" provides to the "Data Subjects" will all relevant information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any case **within one month** from receipt of the request. This deadline may be extended by a further period of two months, if necessary, taking into account the complexity of the request and the number of requests (*see for more details: article 12 par. 3 of the GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: Kifisias 1 - 3, P.C. 115 23, Athens) or via email (www.dpa.gr).

Thessaloniki, ____ / ____ / 20____

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

ANNEX 2 – Main Terms and Conditions of the Contract

1. Performance Guarantee

1.1 For the execution of the Contract, the Contractor shall be required to submit a Performance Guarantee, the amount of which is set at five thousand euros (€5,000.00) and shall be deposited prior to or upon execution of the Contract. The Performance Guarantee shall take the form of a Performance Bond payable upon first demand, issued by a reputable and recognized credit institution lawfully operating in Greece.

1.2 With regard to foreign economic operators, the Performance Bond must be issued by a reputable bank of international standing through an intermediary bank lawfully operating in Greece. Foreign economic operators shall submit a Performance Bond exclusively in the form of a SWIFT message, which must include at least the following essential information:

1. To or Beneficiary
2. In favor of or Applicant
3. Issuing Bank or Guarantor
4. Amount, Duration, Type of Guarantee (Performance Bond) and wording corresponding to the subject matter of the Contract.

In the case of associations of economic operators, a Performance Bond shall be submitted either as a single bond issued on behalf of the association, covering its members individually and as jointly and severally liable by virtue of their participation in the association, or separately by each economic operator participating as a member of the association.

1.3 The Performance Bond shall remain valid for at least sixty (60) days beyond the completion period of the Contract, as completion is evidenced in accordance with Article 3, and shall include at least the following elements:

- a) the date of issuance;
- b) the issuer of the Performance Bond;
- c) the person to whom it is addressed / the beneficiary of the Performance Bond (THPA S.A.);
- d) the Performance Bond number;
- e) the amount covered by the Performance Bond;
- f) the validity period of the Performance Bond;
- g) the full corporate name, Tax Identification Number (VAT No.), and address of the Contractor on whose behalf the Performance Bond is issued (in the case of a single Performance Bond submitted by an association of economic operators, all of the foregoing particulars shall be stated for each member thereof);
- h) the purpose of the Performance Bond, and specifically that it covers, in full and without distinction, the implementation of all terms of the Contract and any claim of THPA S.A. against the Contractor;
- i) the following terms:
 - i.1) the guarantee is provided irrevocably and unconditionally, and the issuer waives the rights of division and discussion;
 - i.2) the issuer of the Performance Bond undertakes to pay the guaranteed amount, in whole or in part, within five (5) days following a simple written notice from THPA S.A.

1.4 All costs, charges and banking expenses, including those relating to the issuance, maintenance, extension and cancellation of the Performance Bond, shall be borne by the Contractor.

1.5 The Performance Bond shall be forfeited in the event of a breach of the terms of the Contract, as specifically provided therein.

1.6 The Performance Bond shall cover, in full and without distinction, the implementation of all terms of the Contract and every claim of THPA S.A. against the Contractor.

1.7 The Performance Bond shall be returned to the Contractor following completion of the subject matter of the Contract, acceptance and receipt of the entirety of the contractual scope, as certified pursuant to Article 3, and settlement of all claims of THPA S.A. against the Contractor.

2. Payment and Settlement of Consideration

2.1 The Contractor shall deposit into a bank account of THPA S.A. the amount determined by THPA S.A., corresponding to part of the consideration for the materials (scrap) to be disposed of and removed, in accordance with the prices included in the Contractor's Financial Proposal under Appendix 3.

2.2 Invoicing shall take place within five (5) working days from the receipt of the materials. The number of invoices, as well as the number of delivery notes included in each invoice, may vary depending on the number of delivery notes issued per day and the accounting requirements of THPA S.A.

2.3 Once the initial deposited amount has been exhausted, depending on the amounts reflected in the invoices issued by THPA S.A., the Contractor shall make a further deposit in order for the removal of materials to continue. The same process shall be followed, through equivalent deposits, until all materials have been completely removed from the port facilities.

2.4 Upon receipt of the entire quantity by the Contractor, a final settlement shall be conducted. The final settlement shall take place within ten (10) working days from the last receipt of all materials subject to disposal and removal.

2.5 Certification of the quantity received for the removal of all materials as scrap shall be based on the weighing records produced by the weighbridges of THPA S.A.

3. Contract Duration - Option - Delivery & Acceptance

3.1 The duration of the Contract shall be six (6) months from the date of execution of the relevant Contract.

3.2 THPA S.A. shall retain the right, through a unilateral declaration made during the term of the Contract, to exercise its option for the disposal and removal of additional obsolete equipment/machinery and other materials as scrap under the same terms and consideration applicable to the categories:

A. MISCELLANEOUS ELECTRICAL EQUIPMENT (TRANSFORMERS & CABLES)

B. MISCELLANEOUS MECHANICAL EQUIPMENT

C. OTHER MATERIALS (METALLIC ITEMS)

3.3 The Contractor shall be obliged to dismantle and remove the disposed equipment, materials, and machinery (scrap) from the premises of THPA S.A. at its own cost and expense, leaving the area where the items are located clean and available for use.

4. Contractor's Obligations

- The Contractor shall collect and remove the materials subject to disposal from the facilities of THPA S.A. at its own expense and responsibility.
- The dismantling works, as well as all expenses relating to dismantling and processing the materials for their transportation to and from the premises of THPA S.A., shall be borne solely by the Contractor.
- The Contractor shall transport and declare all removed materials in accordance with the waste classification codes of the European Waste Catalogue (EWC). Quantities shall be declared in consultation with the competent department of THPA S.A. (Sustainable Development and Environmental Strategy Department).
- The Contractor shall declare vehicles intended for deregistration through EDOE.
- The completion of every procedure required for the execution of the Contract, including any customs-related costs, shall be borne by the Contractor.
- The Contractor shall submit to THPA S.A. a declaration appointing, for the entire duration of the project, the legally required Health and Safety Officer, who shall be responsible for monitoring and supervising the works, together with the Health and Safety Plan (HSP). The declaration shall also be co-signed by the appointed Health and Safety Officer acknowledging acceptance of the appointment. The Officer shall also sign the special THPA S.A. form concerning construction-site operation within the port area and the Contractor Safety Declaration. The Health and Safety Officer shall hold all required licenses, which shall be made available to THPA S.A. upon request.
- The Contractor shall submit to the Labour Inspectorate a personnel schedule listing the professional specializations of personnel employed on the project, in accordance with applicable legislation (Law 3850/2010), and shall notify THPA S.A. thereof at least three (3) days prior to commencement of works.
- The Contractor shall ensure that its personnel hold all legally required professional licenses and possess the necessary experience for the execution of the project.
- The Contractor shall submit to THPA S.A. the notification regarding the appointment of the Health and Safety Officer filed with the Labour Inspectorate (SEPE).
- The Contractor shall bear exclusive civil, criminal, and administrative liability towards any third party and towards THPA S.A. for any damage or claims arising from acts or omissions of the Contractor or its

personnel attributable to intent or negligence during execution of the Contract, including removal activities related thereto.

- The Contractor shall be liable towards THPA S.A. for defective performance or non-performance of contractual obligations within the prescribed time limits. In such case, and without prejudice to any other civil liability, the amount of the Performance Bond shall be forfeited in favor of THPA S.A. as liquidated damages.
- The Contractor shall be responsible for any violation of labour, social security, or other applicable legislation relating to its personnel.
- The Contractor shall familiarize itself with and comply with the THPA S.A. Occupational Health and Safety Regulation (Decision No. 2643/27.06.2005) and shall take all necessary measures for the safe execution of the works.
- The Contractor shall take all necessary measures to prevent any pollution incident within the wider worksite area, particularly regarding marine and soil pollution.
- The Contractor shall bear exclusive civil, criminal, and administrative liability for any pollution incident occurring within the marine or land area of the worksite during execution of the works.
- Following execution of the Contract and prior to commencement of works within the port area, the Contractor shall obtain the required authorization from the Port Authority for hot works and provide all necessary personal protective equipment and fire-fighting equipment in accordance with applicable legislation.
- The existence of active water and electricity supplies made available by THPA S.A. shall not in any way reduce the Contractor's responsibility for safety matters.
- The Contractor shall commence works only after obtaining all required permits and approvals and implementing all necessary health and safety measures.
- Supervision and security of the worksite during non-working hours shall remain the Contractor's sole responsibility.
- THPA S.A. reserves the right to inspect the Contractor's worksite, and the Contractor shall provide all necessary facilities and safety measures at its own expense.
- During the execution of works, where required, the Contractor shall fence off work areas within the port premises in accordance with applicable legislation.
- The Contractor shall remove all materials from the site, ensure cleanliness of the wider worksite area, and repair any damage caused.
- Where required, the Contractor shall provide waste bins for municipal waste generated by its personnel and mobile sanitary facilities, at its sole expense.
- The Contractor shall ensure that all waste streams generated during the works, such as batteries, WEEE, waste oils, hazardous waste, etc., are collected separately and managed in accordance with applicable legislation.
- The Contractor shall provide disposal/recovery certificates for all waste streams generated during execution of the works.
- The Contractor shall keep THPA S.A. informed regarding all activities performed and shall comply with THPA S.A.'s instructions.
- The Contractor shall deliver the site free and clean upon completion of the Contract.
- Any permits required for execution of specific works, including pumping and disposal of petroleum residues, waste, and any required tax-clearance or non-indebtedness certificates, shall be obtained at the Contractor's expense and responsibility.
- All required works shall be carried out using the Contractor's personnel, equipment, and resources.
- Cutting the disposed materials into smaller sections to facilitate transport shall be the responsibility of the Contractor and performed at its expense.
- Loading and transportation of materials outside the Port of Thessaloniki shall be the responsibility of the Contractor and performed at its expense.
- All equipment used by the Contractor shall be in excellent condition, properly certified, and operated by appropriately trained and licensed personnel.
- The Contractor may use THPA S.A. equipment, subject to payment of the applicable charges published in THPA S.A.'s tariff schedule and provided such equipment is available.

- The Contractor guarantees that it, or any third party acting on its behalf, possesses the required expertise and infrastructure and shall comply with labour and social security legislation.
- Workspace may be made available to the Contractor, where necessary and subject to availability.
- THPA S.A. shall bear no liability for injury, loss, or accidents involving the Contractor's personnel, THPA S.A. personnel, or third parties during execution of the works.
- THPA S.A. shall bear no liability for theft of the Contractor's materials, spare parts, machinery, or tools.
- THPA S.A. assumes no liability for actual defects or lack of qualities in the disposed materials. The Contractor declares that it has inspected the materials and is fully satisfied with their condition and suitability for its intended use.
- During visits and presence within THPA S.A. facilities, the Contractor shall comply with THPA S.A. regulations and applicable legislation.
- The Contractor shall comply with all THPA S.A. information security policies relating to access to information.
- The Contractor shall comply with the terms and restrictions imposed upon THPA S.A. by the Concession Agreement dated 02.02.2018 between the Hellenic Republic and THPA S.A., ratified by Law 4522/2018.
- THPA S.A. reserves the right to engage additional suppliers at its sole discretion.
- The Contractor shall comply with obligations arising under environmental, social security, and labour legislation established by EU law, national law, collective agreements, and international legal provisions.

5. Termination & Dissolution of the Contract

5.1 THPA S.A. reserves the right to terminate the Contract at any time without compensation by serving written notice on the Contractor. Such termination shall take effect immediately upon receipt by the Contractor. THPA S.A. further reserves any other rights granted by law.

5.2 Until the effective date of termination, the Contractor shall continue to perform the Contract properly and adequately.

5.3 In the event of early termination, the rights and obligations of the parties accrued up to the termination date shall continue to be governed by the terms of the Contract.

5.4 Upon early termination, the Contractor shall submit to THPA S.A. a detailed report regarding the performance of the Contract together with all relevant information and support up to the termination date.

6. Force Majeure

6.1 The contracting parties shall not be liable for failure to perform their contractual obligations to the extent such failure results from force majeure events, as force majeure is interpreted under Greek law, namely an unforeseeable event that could not have been prevented even by the exercise of utmost diligence and prudence.

6.2 The party affected by force majeure shall immediately notify the other party in writing and provide supporting evidence. Failure to do so shall deprive that party of the right to invoke force majeure. The other party shall respond within ten (10) days of such notification; failing such response, and provided the force majeure event is fully substantiated, the other party shall be deemed to have accepted the force majeure claim.

7. Confidentiality - Secrecy & Personal Data Protection

7.1 The Contractor undertakes not to disclose to any third party the terms of the Contract or any financial, commercial, business, documentary, or data-related information obtained during performance of the Contract (hereinafter "Confidential Information"), except to employees or advisers who need such information for the purposes of the contractual relationship.

7.2 The Contractor shall not use the information provided for any purpose other than that for which it was disclosed, nor exploit it for its own benefit or for the benefit of third parties.

7.3 The Contractor shall ensure that all employees and associates comply with the above obligation. In the event of breach, THPA S.A. shall be entitled to claim compensation, cessation of disclosure, and prevention of future disclosure.

7.4 The Contractor shall be released from the foregoing obligation only upon prior written consent of THPA S.A.

7.5 Any promotional activity, advertising, publication, or public statement relating to the Contract shall be undertaken only with prior written consent of THPA S.A.

7.6 The confidentiality obligation shall survive termination or expiry of the Contract.

7.7 For compliance with confidentiality and personal data protection requirements, the parties shall execute and accept a relevant annex governing confidentiality and personal data processing.

8. Miscellaneous Provisions

8.1 All terms of this Contract are declared material terms, and any breach thereof by the Contractor shall entitle THPA S.A. to terminate the Contract, without prejudice to its legal rights.

8.2 No act, delay, or omission by either party shall constitute a waiver of any right unless expressly stated in writing.

8.3 The invalidity of any provision shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision most closely reflecting the parties' original intent.

8.4 This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions and negotiations.

8.5 Section headings are included for convenience only and shall not affect interpretation.

8.6 Any amendment to this Contract shall be made and evidenced only in writing. Written form is of the essence.

8.7 This Contract shall be governed by Greek law.

8.8 Any dispute arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the Courts of Thessaloniki.

8.9 Service of any judicial or extrajudicial document upon either party shall be validly effected at the addresses stated in the preamble to this Contract.

ANNEX 3 – FINANCIAL PROPOSAL TEMPLATE

ΠΡΟΣΦΟΡΑ ΓΙΑ ΤΗΝ ΕΚΠΟΙΗΣΗ & ΑΠΟΜΑΚΡΥΝΣΗ ΠΑΛΑΙΟΥ ΕΞΟΠΛΙΣΜΟΥ & ΜΗΧΑΝΗΜΑΤΩΝ ΤΗΣ ΟΛΘ Α.Ε. ΩΣ SCRAP

Της επιχείρησης
με Έδρα Διεύθυνση
Α.Φ.Μ. Δ.Ο.Υ. Ταχ. Κώδικα
Τηλέφωνο..... Fax

Αφού έλαβα γνώση των όρων του **Πλειοδοτικού Διαγωνισμού 006_2026** για την εκποίηση και απομάκρυνση του παλαιού εξοπλισμού/μηχανημάτων και λοιπών υλικών ιδιοκτησίας της ΟΛΘ Α.Ε., ως scrap, καθώς και ανακύκλωσης, τα οποία βρίσκονται στο Λιμένα Θεσσαλονίκης, υποβάλλω την παρούσα **Οικονομική Προσφορά**, και δηλώνω ότι αποδέχομαι πλήρως και χωρίς επιφύλαξη όλους τους όρους της διακήρυξης.

ΚΑΤΗΓΟΡΙΑ	ΕΙΔΗ	ΠΡΟΣΦΕΡΟΜΕΝΗ ΤΙΜΗ ΑΝΑ ΠΕΡΙΠΤΩΣΗ (€)	ΣΧΟΛΙΟ
120000000169	FL 153 -ΠΦ 153 TCM 6TN 93HP		
120000000170	FL 154 -ΠΦ 154 TCM 6TN 93HP		
120000000121	L 67 -Φ 67 CAT 262B 0,8M3 78HP		
120000000129	LE 76 -ΦΕ 76 CAT 319D 126HP		
130200000029	AT 96 -AT 96 Opel Vivaro ΦΚ 1160kg		
130200000027	AT 97 -AT 97 Opel Vivaro ΦΚ 1160kg		
130200000028	AT 98 -AT 98 Opel Vivaro ΦΚ 1160kg		
120000000432	K-2 -ΚΟΧΛΙΟΜΕΤΑΦΟΡΕΑΣ K-2		
120000000435	K-6 -ΚΟΧΛΙΟΜΕΤΑΦΟΡΕΑΣ K-6		
120000000436	K-7 -ΚΟΧΛΙΟΜΕΤΑΦΟΡΕΑΣ K-7		
120000000437	K-8 -ΚΟΧΛΙΟΜΕΤΑΦΟΡΕΑΣ K-8		
120000000438	K-11 -ΚΟΧΛΙΟΜΕΤΑΦΟΡΕΑΣ K-11		
120000000440	K-13 -ΚΟΧΛΙΟΜΕΤΑΦΟΡΕΑΣ K-13		
A	ΗΛΕΚΤΡΟΛΟΓΙΚΑ ΔΙΑΦΟΡΑ (ΜΕΤΑΣΧΗΜ. & ΚΑΛΩΔΙΑ)		
B	ΜΗΧΑΝΟΛΟΓΙΚΑ ΔΙΑΦΟΡΑ		
Γ	ΛΟΙΠΑ ΥΛΙΚΑ (ΜΕΤΑΛΛΙΚΑ ΣΤΟΙΧΕΙΑ)		
Δ	ΕΜΠΟΡΕΥΜΑΤΟΚΙΒΩΤΙΑ (ΚΕΝΑ) 20ft		
Ε	ΕΜΠΟΡΕΥΜΑΤΟΚΙΒΩΤΙΑ (ΚΕΝΑ) 40ft		

* Οι ανωτέρω τιμές είναι άνευ Φ.Π.Α.

Σημειώνεται: ότι οι ενδιαφερόμενοι για τη σύνταξη της προσφοράς τους και ύστερα από σχετική συνεννόηση με την αρμόδια Διεύθυνση της ΟΛΘ Α.Ε., δύνανται να επισκεφθούν τον Λιμένα, ώστε να λάβουν πλήρη γνώση της κατάστασης στην οποία βρίσκεται το σύνολο του εκποιούμενου υλικού, καθώς και του χώρου που θα πρέπει να εργασθούν.

Χρόνος Ισχύος της Προσφοράς:..... ημέρες
Χρόνος Απομάκρυνσης Εξοπλισμού/Μηχανημάτων: ημέρες

...../...../2026

Ο ΠΡΟΣΦΕΡΩΝ

Υπογραφή/Σφραγίδα