

**REPETITION OF THE 13/7/2020 CANCELLED
OPEN TENDER PROCEDURE DUE TO THE PANDEMIA
TED 002_ 2020**

FOR THE CLEARANCE & REMOVAL OF OLD EQUIPMENT OF THPA SA, AS SCRAP

ThPA SA ANNOUNCES

An **Open Tender**, by submitting offers via e-mail, for the clearance and removal of old equipment/machinery and other materials in its property, as scrap, found in the Port of Thessaloniki and are allocated in groups, and in particular:

DESCRIPTION		TONS	MINIMUM VALUE/TONE
GROUP 1	ELECTRIC CRANES (E/C)	660t.	130 EURO
GROUP 2	LOADING/UNLOADING TOOLS	130,7t.	130 EURO

The criterion for the tender award will be the **Highest Price** reached after the via e-mail offers examination. The **Minimum Starting Price** is set at the amount of **one hundred thirty euros per ton (130 €/tn)**.

The quantity of the Machinery & Spare Parts for clearance in tonnes is estimated **to 660 tn approximately for Group 1** , with a corresponding **minimum total value of 85.800€**, (130€/tn X 660 tn), plus VAT and **to 130 tn approximately for Group 2**, with a corresponding **minimum value of 16.991€ (130€/tn X 130,7 tn)**, plus VAT.

Offers with a price lower than the above minimum starting price shall be **REJECTED**.

Tenderers can submit a financial offer **for any group they wish** provided that their offer is for the group in its entirety.

PART 1 - GENERAL TERMS

1. RIGHT TO PARTICIPATE IN THE TENDER:

1.1 Suitability for engaging in the occupational activity

Participation in the Open Tender is open to natural and legal persons, cooperatives, consortia or supplier associations exercising in Greece or a EU country a profession relevant to the Tender's scope.

1.2 Technical & Professional Capacity

The participants must cumulatively meet the following minimum requirements of technical and professional skill:

- ✓ Participants must have a licence for the Management - Collection & Transport of Solid, non-hazardous waste by the Environment Division.
- ✓ They need an experienced Mechanical Engineer with the corresponding professional license and a professional license.

2. PROCEDURE AND TIME

The bidders shall submit their offer no later than **8/1/2021 - at 15:00 pm**, in Greek, not subject to terms, requirements, conditions or provisos, via e-mail at the Procurement and Investment Division of ThPA SA, at the address: cvasiliadou@thpa.gr, send as Cc at the following e-mail addresses: gpapageorgiou@thpa.gr and ptheologou@thpa.gr. After the expiration of the deadline and time, there is no possibility to submit a bid.

The examination of the offers and the supporting documents will be carried out by the appointed Evaluation Committee of ThPA SA.

The committee can continue with another round of negotiations with the first 3 in a higher price ranking.

2.1 Electronic bid envelope

The participants shall send their offers, in electronic files, in accordance with articles 3 and 4 hereof, as follows:

- a. Participation documents** - The title "Open Tender for the Clearance & Removal of Old Machinery & Equipment of ThPA SA as scrap" and Bidder's data (Full name of the bidder, address, telephone number, email).
 - b. Technical offer & Financial offer.**
- ❖ **It is noted** that the Participation Guarantee Letter for the Tender, will be sent in electronic form (pdf) and by mail to the address:

Thessaloniki Port Authority SA

Administrative Department - Secretariat Department

Technical Service Building - Ground Floor - Gate 11

Within the Port – P.C. 54625

3. BID E-DOSSIER

The bid folder shall include:

- **Guarantee of participation in the tender**

These Letters of Guarantee of Credit or other Institutions are issued in favour of the participant for an amount of one thousand eight hundred euros (**1.800€**) for Group 1 and for an amount of five hundred euros (**500,00€**) for Group 2, i.e. a total amount of two thousand three hundred euros (**2.300€**).

Bids without the proper guarantee are rejected as unacceptable. Any deficiencies in the participation guarantee, beyond the necessary data, may be covered afterwards by its issuer under the care of the interested party.

The participation guarantee must be valid for at least one (1) month after the expiration of the time of bid validity, as specified herein.

In the place of Letters of Guarantee of Credit or other Institutions, it is also possible to use Trust Establishment Notes of the Loans and Reserves Fund provided that they include: a) the number and date of issuance from the Loans and Reserves Fund, b) the amount covered by the deposit, c) the depositor; d) the data of ThPA SA beneficiary e) the cause of the deposit and the Call number and f) does not include a suspensory clause of the deposit following a contractual consideration.

Instead of a letter of guarantee, the bidder may deposit the equivalent amount in cash to ThPA SA's treasury of bank account. SA A copy of the passed for payment voucher/deposit slip shall be included in the folder of participation documents.

- **Solemn statement of Law 1599/86** stating that the tenderer has become fully aware of the terms herein and accepts them fully and unconditionally.
- **Solemn statement of Law 1599/86**, that the bidder during the execution of the works, shall take all necessary measures to protect environmental, hygiene & safety according to the applicable legislation.
- **Tenderers must have a licence** for the Management - Collection & Transport of Solid, non-hazardous waste by the Environment Division
- **A Solemn statement of Law 1599/86** of the Mechanical Engineer stating that:
A) has become aware of the tender scope & accepts them in full and unconditionally.
B) he shall undertake the supervision of all works aiming at the removal of the equipment/machinery to be cleared as well as its cutting in smaller pieces, its lifting and loading for transfer.
- **A certified copy of the Professional Licence or other equivalent document** certifying the sufficient professional experience of the Mechanical Engineer who will undertake to supervise the removal of the materials.
- **Information document** for the processing of personal data, according to Article 13 of GDPR 679/2016, signed by the Candidate.

➤ **Technical Offer**

Timetable of Work Execution and removal of the machinery to be cleared as scrap from the Port of Thessaloniki, for which he submits an offer.

➤ **Financial offer**

The Financial Offer, adapted on the Template.

The Financial Offer shall be signed by the tenderer, bear the company's stamp and include the following:

- The bid price in euros and per ton (€/ton), without VAT and per group.
- The time of bid validity, which cannot be less than 90 days.
- The total time for the removal - from the Port of Thessaloniki - of the machinery for clearance, as scrap, **which cannot exceed sixty working (60) days for Group 1 and thirty (30) working days for Group 2.**
- Any other necessary information, at the discretion of the participants.

4. BID VALIDITY:

The submitted offers must be valid for at least ninety (90) days from the Tender date. Any offer that is valid for less time, shall not be considered and shall be **REJECTED** by the Committee as unacceptable.

5. AWARD - METHOD OF PAYMENT

5.1. The selection of the Contractor and the award of the Tender will be done based on a Decision of ThPA SA competent body and following a recommendation of the Tender Committee to the successful tenderer.

- Following the award of the tender result, the successful tenderer will be invited, by ThPA SA document, to deposit, **within five (5) days from the award**, to a bank account held by ThPA SA, the exact bid price and sign the relevant contract.
- Before signing the relevant contract, the Contractor submits a Performance Bond issued by a Credit Institution, the amount of which is defined as 5% of the contract value -not including VAT - which will be valid until its return to the Credit Institution that issued it. Instead of a letter of guarantee, the bidder may deposit the equivalent amount in cash to ThPA SA's treasury. The above letter of guarantee is returned after the final termination of the contract and after the settlement of any claims by the contracting parties. If there are pending obligations of the contractor having begun within the contractual time and have not expired upon its termination, then the amount of the guarantee shall be returned after the settlement of such obligations of the contractor.

5.2. In the event that the Bidder, to whom the award has been announced, does not come in time to sign the contract or fails to produce the performance guarantee within the period initially set or any extension thereof, or does not collect and remove in time the total quantity of the material under clearance, the Company may revoke and declare the successful tenderer forfeited. In this case, THPA SA can award the equipment/machinery under clearance to the next one or, if this occurs again, to the following bidders who are invited to pay the price they offered.

5.3. The received quantity, for the sale of the equipment/machinery as scrap, will be verified according to the weighing notes from the ThPA SA.

After the entire quantity is received, it shall be settled. If the quantity received by the Contractor is higher than the indicative one, he/she shall pay to THPA SA an amount equal to the extra quantity of material, in kilos multiplied by the offered price.

Respectively, if the Contractor receives a smaller quantity than the indicative one, ThPA SA shall deposit to the Contractor's account the financial difference.

The settlement shall be completed within ten (10) days from the last pickup of the equipment under clearance.

Note that the Contractor shall collect and remove the total quantity of the material under clearance.

6. CONTRACTOR OBLIGATIONS

- The delivery of the equipment/machinery under clearance is done at the Contractor's expense and responsibility.
- The Contractor shall bear full liability, civil and criminal, against any third party, including the ThPA SA personnel, for any damages or claims that may arise by their or their employees'

actions or omissions due to negligence or deliberate acts, during the scrapping works or in relation to it.

- The contractor is liable for any violation of the labour, insurance, environmental or other legislation in relation with their employees.
- The Contractor must be aware of the Workers' Health and Safety Regulation of ThPA SA (Decision No. 2643/27.06.2005) and take all necessary measures for the safe execution of works and adhere strictly to the relevant provisions of the applicable legislation.
- The Contractor shall begin works after having received any necessary permits and approvals, as well as all the required protection measures, such as health and safety measures.
- The Contractor is obligated to inform ThPA SA for any task performed and follow the suggestions of the competent Department and Committee.
- After paying the relevant amount and signing the award contract and within a period of no more than sixty (60) working days for Group 1 and thirty (30) working days for Group 2, the Contractor shall, in accordance with their offer, pick up and remove the equipment under clearance from the Port of Thessaloniki. The environmental pollution prevention measures required and taken during the carrying out of any works, the means available to mitigate pollution as well as those used to collect, transport and dispose of any potential waste or oil sludge, shall be at the Contractor's responsibility and expense.
- Any permits required for carrying out any works, such as oil sludge pumping and disposal, waste, certificates of no obligation to Public Services, insurance funds, tax offices etc. if required, shall be issued at the Contractor's responsibility and cost.
- The Contractor is solely responsible for any faults or damages from any cause and for any land, sea or air pollution.
- ThPA SA shall not be liable for any damage or accidents incurred by the Contractor's personnel, the ThPA SA personnel or any third parties during the carrying out of the works, until their completion. ThPA SA shall not be liable for any thefts of materials, equipment, machinery or tools of the Contractor, who shall be required to ensure they are properly and efficiently stored.
- ThPA SA shall not be liable for any true defects or deficiencies of the equipment/machinery under clearance. From their participation in the tender, the tenderer is presumed to have formed his own view about the equipment under clearance as scrap. As well as the condition it is at, and found it to his liking and suitable for the use it is intended.
- The Contractor is fully liable against ThPA SA for improper implementation or non-implementation of their Contractual Obligations within the above deadline, as well as for any damage to or claims made by third parties that may arise by their or their employee's actions or omissions due to negligence or deliberate acts. In that case and irrespective of any civil liability of the natural or legal person, the amount of the performance bond specified herein shall be forfeited in favour of ThPA SA, by its decision, as a penalty.
- All the necessary works shall be the Contractor's responsibility and shall be carried out by their personnel and means.
- Any cutting of material in smaller pieces, in order to facilitate transportation, is the Contractor's responsibility and shall be carried out at their expense.
- Loading and transporting the materials outside of ThPA SA, at the Contractor's location, is the Contractor's responsibility and shall be carried out at their expense.
- To perform that above tasks, the Contractor may use the equipment of ThPA SA, paying the corresponding charges, in accordance with the current pricelist, provided that the equipment is available at the time they are requested.
- The Contractor guarantees that they or a third party, acting on their order or and on their behalf, have all the required knowledge and infrastructure and they will observe the applicable provisions of labour and social security legislation.
- The Contractor may be granted, if necessary, an area in order to perform the works. This area shall be available to the Contractor for a time period not exceeding the time specified in the submitted Work Schedule.
- Interested parties may visit the Port of Thessaloniki and the machinery deposit site after agreement with the Procurement & Investment Division at the following tel. No.: 2310593-

352/363/354/325/360 & 305, in order for them to evaluate the materials meant for removal and clearance and the area where they need to work.

7.TENDER REPETITION

If on the day and time of the tender, the tenderers do not show up the tender shall be repeated at the same or different first offer price and the same or different terms, after at least ten (10) days. If the Tenderers do not show up in the repeated Tender, the Company is entitled to decide to award the clearance directly to any interested party.

8. APPLICABLE PROVISIONS

The said tender shall be performed in accordance with the terms hereof.

ThPA SA reserves the right to postpone or cancel the tender procedure and modify the process any time or repeat it, in its sole discretion, without bearing any responsibility toward the participants. The participation in the above process shall be made on the responsibility of the Bidder, who does not obtain any right to compensation or other apart from the ones provided for herein. The Bidder's participation in the tender procedure implies that he fully accepts the tender terms.

THE MANAGING DIRECTOR - CHIEF EXECUTIVE OFFICER OF THPA S.A.

FRANCO NICOLA CUPOLO

S/N	ASSET NUMBER	GROUP 1 ASSET DESCRIPTION	ThPA CODE	SERIAL NUM.	DATE OF ACQUISITION	Est. Weight in Tons	NOTS - JUSTIFICATION
1	120000000010	ELECTRIC CRANE 3T (CERETI TANFANI)	Nr.005	N.A.	1999	110	Low capacity & Unreliable for use
2	120000000011	ELECTRIC CRANE 3T (CERETI TANFANI)	Nr.017	N.A.	1999	110	Low capacity & Unreliable for use
3	120000000012	ELECTRIC CRANE 3T (CERETI TANFANI)	Nr.007	N.A.	1999	110	Low capacity & Unreliable for use
4	120000000014	ELECTRIC CRANE 3T (CERETI TANFANI)	Nr.022	N.A.	1999	110	Low capacity & Unreliable for use
5	120000000015	ELECTRIC CRANE 3T (CERETI TANFANI)	Nr.025	N.A.	1999	110	Low capacity & Unreliable for use
6	120000000017	ELECTRIC CRANE 3T (CERETI TANFANI)	Nr.003	N.A.	1999	110	Low capacity & Unreliable for use
					TOTAL	660	

S/N	ASSET NUMBER	GROUP 2 ASSET DESCRIPTION	ThPA CODE	SERIAL NUM.	DATE OF ACQUISITION	Est. Weight in Tons	NOTS - JUSTIFICATION
1	120000000315	GRAB FOR 10 TN E/C	93Γ	N.A.	1999	5	Unsuitable for use
2	120000000310	GRAB FOR 10 TN DEMAG E/C	63M	N.A.	1999	5	Unsuitable for use
3	120000000312	GRAB FOR 10 TN PRISTMAN E/C	86Φ	N.A.	1999	5	Unsuitable for use
4	120000000285	GRAB FOR 20 TN GANZ E/C	106Γ	N.A.	1999	10	Unsuitable for use
5	120000000286	GRAB FOR 20 TN GANZ E/C	107Γ	N.A.	1999	10	Unsuitable for use
6	120000000287	GRAB FOR 20 TN GANZ E/C	108Γ	N.A.	1999	10	Unsuitable for use
7	120000000362	GRAB FOR 3 TN E/C	74Γ	N.A.	1999	1.5	Unsuitable for use
8	120000000363	GRAB FOR 3 TN E/C	75Γ	N.A.	1999	1.5	Unsuitable for use
9	120000000366	GRAB FOR 3 TN E/C	46Γ	N.A.	1999	1.5	Unsuitable for use
10	120000000367	GRAB FOR 3 TN E/C	47Γ	N.A.	1999	1.5	Unsuitable for use
11	120000000326	GRAB FOR 6 TN E/C	83Φ	N.A.	1999	3	Unsuitable for use
12	120000000333	GRAB FOR 6 TN E/C	80Γ	N.A.	1999	3	Unsuitable for use
13	120000000334	GRAB FOR 6 TN E/C	81Γ	N.A.	1999	3	Unsuitable for use
14	120000000342	GRAB FOR 6 TN E/C	53Γ	N.A.	1999	3	Unsuitable for use
15	120000000344	GRAB FOR 6 TN E/C	118Φ	N.A.	1999	3	Unsuitable for use
16	120000000325	GRAB FOR 6 TN PRISTMAN E/C	82Φ	N.A.	1999	3	Unsuitable for use
25	120000000445	POLYP GRABS FOR 10 TN E/C	69	N.A.	1999	5	Unsuitable for use
26	120000000447	POLYP GRABS FOR 10 TN E/C	71	N.A.	1999	5	Unsuitable for use
27	120000000451	POLYP GRABS FOR 15 TN E/C	113	N.A.	1999	7	Unsuitable for use
28	120000000459	SPECIAL TOOLS FOR LOADING/UNLOADING (steel structure clutches) -80CM		N.A.	1999	1	Unsuitable for use
29	120000000429	DEMAG LOADING/UNLOADING ELECTROMAGNETS		N.A.	1999	1	Unsuitable for use
30	120000000108	LOADER 5 M3 CAT 980 G/ME49196	Nr.053	9CM00417	1999	10	Unsuitable for use - Cannibalised
31	130400000031- 130400000032- 130400000033- 130400000034	Four floating platforms 6X3X1m	1304/ 31-32- 33-34		1974	29	Unsuitable for use
32	130900000003	LIFTS (TRACTORS) 55 HP BELARUS	Nr. 046	N.A.	1982	3.7	Unsuitable for use
					TOTAL	130.7	

**TEMPLATE
OF FINANCIAL OFFER**

Of the company

With its headquarters at Address

.....

Tax Identification Number Public Finance Department

Postal Code

Tel: Fax:

After I have been apprised the terms of the **Open Tender 002_2020** for the clearance and removal of the old equipment/machinery as scrap owned by ThPA SA, as scrap, which is found in the Port of Thessaloniki, I submit this **Financial Offer** and state that I accept in full and unconditionally all the terms.

**OFFER FOR THE CLEARANCE & REMOVAL OF
OLD EQUIPMENT/MACHINERY OF THPA SA, AS SCRAP**

GROUP	DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	MINIMUM STARTING PRICE	BID PRICE €
1	ELECTRIC CRANES (E/C)	660t.	ton	130€/ton	
2	LOADING/UNLOADING TOOLS	130,7t.	ton	130€/ton	

The above prices do not include VAT.

Bid Validity period.....:

..... days

Equipment/machinery removal time:

..... days

...../..... /2020

THE BIDDER

Signature/ Seal

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 "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.

These 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 Art.2k, 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) These data are kept at the competent Procurement Department for as long as it is necessary to check the Application/Offer etc. and the data submitted therein, throughout the period needed to complete the procedure, throughout the period of submission of any objections and lodging an appeal that may be provided for internally or by law, throughout the period of fulfilment of both parties' obligations and the period of limitation for bringing claims and, generally, for as long as it is required from the letter and the spirit of the Subcontracting and Procurement Regulation and the relevant law and contracts governing the operation of ThPA SA, as applicable. Then, they are filed, either on paper or electronically in such a way that access is not authorized to non-authorized employees. After the elapse of the necessary time period, they will be safely destroyed, as provided for by the relevant legislation (the provisions of Article 191 §2 of Law 4610/2019 (A'70) apply for the period up to the 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 "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: 54625, Thessaloniki, tel: 2310 593118-121, or by sending an email to the address: {HYPERLINK ".../AppData/Local/Microsoft/Windows/Temporary Internet Files/Content.Outlook/NIZXCBTB/dpo@thpa.gr"}. The "Controller" provides information to the "Data Subject" about the action held upon request, pursuant to Article 15 to 22 of the GDPR without delay and, in any case, within one month from the reception of the request. This deadline may be extended by two more months, if required, taking into account the complexity and the number of requests (see more in detail: Article 12, par. 3-4 GDPR. Also, in case of a complaint, the "Data Subject" is authorized to contact the Hellenic Data Protection Authority in writing (address: 1-3 Kifissias Str. P.C. 115 23, Athens) or by e-mail (www.dpa.gr).

Thessaloniki, ___/___/20__

7th Edition/2020

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