



THESSALONIKI PORT AUTHORITY SA
(ThPA SA)
SA REG. No.: 42807/06/B/99/30
GEMI No.: 58231004000
HEADQUARTERS: THESSALONIKI

Thessaloniki 22.5.2019
Ref. No. 3711

**CALL WITH REF. NUM. 001_2019
FOR THE SUBMISSION OF BIDS REGARDING
THE CLEARANCE & REMOVAL OF OLD EQUIPMENT/MACHINERY & OTHER MATERIALS OF
THPA SA AS SCRAP**

ThPA SA CALLS FOR

An Open Tender for the Submission of Bids, with bids being in a sealed envelope, regarding the clearance and removal of old equipment/machinery and other materials as scrap, located in the Port of Thessaloniki.

The award criterion will be the **Highest Price** that will be reached after the opening of the bids and the termination of the process and counter-bids.

The **Minimum Starting Price** is **one hundred and thirty-five euros per tonne (135 €/tonne)**.

The tonnage of Machinery and Other Equipment to be sold is estimated at around 90 tonnes, with a corresponding **minimum total value of €12.150,00** (€135/tonneX90 tonnes), plus VAT.

Bids with a lower price than the above mentioned Minimum Starting Prices will be **DECLINED**.

PART A - GENERAL TERMS

1. RIGHT TO PARTICIPATE IN THE TENDER:

1.1 Suitability to perform professional activity

Natural or legal persons, consortia or suppliers associations, legally operating in Greece or another EU country in a profession being relevant to the object of the Call, that have not been excluded from tenders of the Hellenic Republic or a Legal Entity of Public Law may participate in this Open Tender.

1.2 Technical & Professional Capacity

Participants shall cumulatively meet the following minimum technical - professional capacity requirements:

- ✓ They shall have a license for the Management, Collection and Transportation of Solid, Non-hazardous Waste, by the Directorate for the Environment;
- ✓ They shall employ a Mechanical Engineer having the corresponding Work License and proven professional experience.

2. BID SUBMISSION:

Participants shall submit their bid to ThPA SA, on working days and hours, no later than **13.06.2019**, 15.00, in Greek and the bids shall not be dependent on any other term, condition, proviso or reservation.

The following information shall be clearly displayed on the bid envelope:

- * The word "BID";

- * The title "Open Tender for the Submission of Bids regarding the clearance and removal of old equipment/machinery and other materials of ThPA SA as Scrap";
- * Participant's information (Full name of the candidate, address, telephone number, email).

Bids shall be submitted to the following address:

Thessaloniki Port Authority SA
(Administration Division - Secretariat Department)
Pier 1 (within the Port)
PC 54625, Thessaloniki

After the expiry of this date and time, the bid cannot be submitted. Bids submitted after the deadline will be returned.

3. TIME OF BID OPENING

Bids will be opened at **10.00 on 14.6.2019** by a Committee established by ThPA SA, at the Technical Service Building of ThPA SA, Gate 11, Meeting Room, 3rd floor.

During the opening of the bids, only the participants or their authorized representatives may be present. Representatives of the participants, in this case, will have to provide the Committee with a power of attorney.

4. INFORMATION TO BE INCLUDED IN THE ENVELOPE

The bid envelope shall include the following information:

- **A Guarantee of participation in the tender**

This guarantee is issued in favor of the participant, at the amount of **six hundred and ten euros (€ 610,00)**.

Bids without the proper guarantee are rejected as unacceptable. Any deficiencies in the Guarantee, apart from the mandatory information, may be supplemented later by its issuer, under the responsibility of the person concerned.

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

Instead of Letters of Guarantee by Credit and/or other Institutions, Consignment Notes of the Consignment Deposit And Loans Fund are also accepted, provided that they include: a) their number and date of issuance by the Consignment Deposit And Loans Fund; b) the amount covered by the consignment; c) the name of the depositor; d) the information of ThPA SA as the beneficiary; e) the reason for the consignment, such as the ref. num. of the call and f) it shall not include a proviso of postponement of the deposition following a counter-procurement.

Finally, instead of a letter of guarantee, the corresponding amount of money can be deposited in the Treasury/Bank account of ThPA SA. A copy of the deposition receipt shall be included in the bid envelope.

- **A Formal Declaration of the law number 1599/86**, indicating that the bidder became aware of the terms of this call, which he/she fully and unconditionally accepts.
- **A Formal Declaration of the law number 1599/86**, indicating that, when carrying out all work, the bidder will take all necessary measures to protect the environment and health and safety in the workplace, in accordance with the current legislation.

- **A License** for the Management, Collection and Transportation of Solid, Non-hazardous Waste, by the Directorate for the Environment.
- **A Formal Declaration of the law number 1599/86 by the Mechanical Engineer**, stating that:
 - A)** he/she became aware of the terms of the tender & fully and unconditionally accepts them;
 - B)** he/she is going to supervise all works related to the removal of the equipment/machinery to be cleared, such as its cutting into smaller parts, its lifting and loading in order to be transferred.
- **A certified copy of the Work License or any other equivalent document**, evidencing the adequate professional experience of the Mechanical Engineer who will undertake the supervision of the removal of materials.
- **A Representation Document** if the bidder participates with a representative.
- **Technical Bid**
A timetable of the Performance of Works and the removal of equipment/machinery as scrap from the Port of Thessaloniki, for which he/she submits the bid.
- **Economical Bid**

The Economical Bid will be enclosed in a sealed subfolder within the bid envelope (and will be in accordance with the Template provided).

The Economical Bid shall be signed by the bidder, bear the seal of the company and include at least the following:

- The bid price in euros per ton (€/ton), excluding VAT;
- 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 equipment/machinery as scrap, which **cannot exceed thirty (30) working days**.
- Any other necessary information, at the discretion of the participants.

5. BID VALIDITY

Bids must be valid for at least ninety (90) days from the day following the completion of the Tender Procedure. Bids that are valid for a shorter period time will not be taken into account and will be **REJECTED** by the Committee as unacceptable.

6. COUNTER-BIDS - TENDER PROCEDURE

6.1. On the day of opening of bids, the Committee shall proceed with the opening of the bids and, after examining the supporting documents, announce aloud to the participants the bid prices accepted.

6.2. After the price announcement, the above are immediately invited to a further higher bid (**counter-bids**).

The increase in each bid shall be at least equal to one percent (1%) of the price of the first bid.

Counter-bids shall be in writing (signed by the bidder and bearing the seal of the company), submitted to the Committee at the same time by all bidders and then the prices are announced by the President of the Committee.

6.3. The awarding is made to the highest bidder after previously carrying out the procedure of the counter-bids **three (3) times**.

Participants shall not leave the tender room until the procedure has been completed (bidding and counter-bidding).

7. ASSIGNMENT- PAYMENT METHOD

7.1. The choice of the Contractor and the awarding of the tender will be made upon a decision of the competent body of ThPA SA and following a relevant proposal by the Tender Committee to the highest bidder.

- After the award of the result of the tender, the highest bidder is invited, in writing by ThPA SA, to deposit, within **five (5) days of the award**, the exact price of his/her bid to a bank account held by ThPA SA and to sign the relevant contract.
- Also, upon signing the contract, the Contractor will have to produce a Letter of Guarantee for the proper performance of the terms of the Contract, the amount of which is set at 5% of the contractual price, excluding VAT and will be valid until its return to the Credit Institution that issued it. Instead of a letter of guarantee, the corresponding amount of money can be deposited in the Treasury/Bank account of ThPA SA. The 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 other pending obligations of the contractor that started within the contractual time and were not settled until the end of the contract, then the amount of the Performance Guarantee will be refunded after the obligations of the contractor have been settled.

7.2. In the event that the Bidder, to whom the award has been announced, has not timely deposited the amount of the guarantee or has not come in time to sign the contract or fails to produce the performance guarantee within the period initially set or any extension thereof, the Company shall withdraw the award and the Bidder shall be revoked and the Letter of Guarantee for his/her participation is forfeited. In such a case, ThPA SA may award the equipment/machinery to be cleared to the next or, in the case of a similar situation, the following successive bidders who are called upon to pay the price they offered.

7.3. The certification of the received quantity for the clearance of the equipment/machinery as scrap will be made based on the measurements of the scales of ThPA SA.

Upon receipt of the entire quantity, the relevant clearance will be made. If the amount received by the Contractor is bigger than the indicated one, he/she will have to pay to the Treasury of ThPA S.A. an amount of money equal to the kg of the additional materials multiplied with the offered price.

Accordingly, if the Contractor receives less than the indicated amount of materials, ThPA S.A. will be obliged to deposit the difference in the price to a bank account held by the Contractor.

The clearance will be completed within ten (10) days of the last receipt of all the material to be cleared.

It is noted that the Contractor must collect and remove all the material to be cleared.

8. TENDER REPETITION

In the event that bidders do not appear on the day and time of the auction, the auction will be repeated at the same or another starting bid and under the same or other terms, after at least ten (10) days. In the event that no bidders appear in the repeated auction, the Company may decide to award the clearance directly to any interested party.

9. CONTRACTOR'S OBLIGATIONS

The receipt of the equipment/machinery shall be carried out at the expense and responsibility of the Contractor.

The Contractor bears all civil and criminal liability towards any third party, including the staff of ThPA SA, for any damage or claims arising out of his own or his authorized persons' actions or omissions due to deceit or negligence in the execution of works or relating to them.

ThPA SA has no responsibility for actual defects or lack of properties of the equipment/machinery to be cleared. By participating in the tender, the contractor acknowledges that he/she has become aware of the situation of the said equipment/machinery and declares that it is of his/her utmost desirability and suitable for the use for which he/she intends.

The Contractor is liable for any violation of labor, insurance, or other relevant legislation relating to the employment of his staff.

The Contractor must be aware of the Workers' Health and Safety Regulation of ThPA SA (Decision number 2643/27.06.2005) and take all necessary measures for the safe execution of the works and observe the relevant provisions of the current legislation.

The contractor shall begin the performance of works since he has received all necessary licenses and approvals, as well as all necessary protection, hygiene and safety measures.

The contractor is obliged to inform ThPA SA of any work that he performs and to comply with the instructions of the competent department of ThPA SA.

After the payment of the price and the signing of the contract, the Contractor shall, within no more than thirty (30) working days, remove the material to be cleared from the Port of Thessaloniki.

The measures to prevent environmental pollution, which are necessary and will be taken before carrying out any work, the means available for containing this pollution, as well as those for the collection, transport and disposal of waste that will arise, will be taken under the responsibility of the Contractor.

If any licenses are required to perform any work, such as pumping and delivery of petroleum residues, waste, certificates of non-debt to Public Services, they will be issued under the responsibility and expense of the Contractor.

The Contractor is solely responsible for any damage or harm from any cause and for any terrestrial, marine or air pollution.

ThPA SA does not bear any responsibility for any damages or accidents that may occur to the contractor's staff, the staff of ThPA SA or any third party during the execution of works and until they are completed.

ThPA SA does not bear any responsibility for any theft of materials, parts, machines and tools of the Contractor, who must ensure that they are adequately and effectively guarded.

The Contractor is liable to ThPA SA for any defective execution or non-performance of his Contractual Obligations within the time frame set herein, as well as for any damage or claims arising out of his own or authorized persons' actions or omissions due to deceit or negligence in the execution of works or relating to them. In this case and irrespective of the civil liability of the natural or legal person, the amount of the performance guarantee shall be forfeited in favor of ThPA SA as a penalty, upon a decision of ThPA SA.

All required works will be carried out under the responsibility, staff and means of the contractor.

The cutting of the materials to be cleared into smaller parts, where necessary, in order for them to be able to be transported, is an obligation of the Contractor and will be carried out at his expense.

The loading and transportation of the materials outside ThPA SA in the Contractor's premises, is an obligation of the Contractor and will take place at his/her expense.

For the execution of the above works, ThPA SA may make its machinery available to the Contractor at the corresponding cost, according to the applicable invoice provided for each part of the equipment and provided the machines are available upon request.

The contractor, in order to perform the works, guarantees that he or the third person acting on his orders and account has the necessary knowledge and infrastructures and that he will comply with the applicable provisions of labor and insurance legislation.

The Contractor is liable for any violation of labor, insurance, or other relevant legislation relating to the employment of his staff.

The Contractor may be provided, if necessary, with space for the performance of works. The time period for the availability of this space will not be bigger than that resulting from the submitted timetable of the Performance of Works.

Interested parties can visit the Port of Thessaloniki, at the deposition site of the machinery, upon consultation with the Mechanical Engineering & Floating Equipment Department tel.no 2310-593504 in order to assess themselves the materials to be cleared as scrap, as well as the space in which they may have to work.

ThPA SA has no responsibility for actual defects or lack of properties of the materials to be cleared. By participating in the tender, the contractor acknowledges that he/she has become aware of the situation of

the materials to be cleared.

10. APPLICABLE PROVISIONS

This tender will be executed in accordance with the terms hereof.

ThPA SA reserves the right to postpone or terminate the tender process, as well as modify the timetable for the completion of the process at any time, or to repeat it in its sole discretion, without bearing any responsibility towards the participants. Participation in the above procedure is at the responsibility of the Candidate who does not have any rights to compensation or other rights deriving from his participation, than those specified herein. The participation of the Candidate in the tender procedure implies his full acceptance of the conditions of the tender procedure.

THE CHAIRMAN OF THE BOARD OF DIRECTORS &

CEO

SOTIRIOS THEOFANIS



**TABLE 1: MACHINERY FOR CLEARANCE AS SCRAP AT THE BASE
OF THE SECOND PIER**

A/ A	MACHINE DESCRIPTION FACTORY TYPE	WEIGHT IN TONS	CODE ThPA S.A. SERIES NUMBER	YEAR OF CONSTRUCTION	COMMENTS
1	Mobile Harbor Crane FMC Link Belt HC-108B	15,0	A/G 23	1984	EE (1/5/2013) 1200/55-0
2	Mobile Harbor Crane PPM A230	15,0	A/G 24 SN:26028	1984	EE (1/5/2013) 1200/56-0
3	Grader Wakerfield 130	8,0	SN:GI-293	BEFORE 1999	2011101 ACTIVE 1200/62-0
4	Road Roller SCODA NV10H	8,0	SN: 3981-703259	1970	2011102 ACTIVE 1200/63-0
5	Grabs 3 items	6,0	GRAB. 44 G GRAB. 45 G GRAB. 52 G		EE (1/5/2013) 1200/339
6	Road Sweeper DULEVO 400	9,0	SW. 2 SN:400SA00031	1996	EE (1/12/2017) 1200/271
7	Four Floating Platforms	29,0	1-2-3-4		
	TOTAL WEIGHT	90,0			

**TEMPLATE OF
ECONOMICAL BID**

By the company under the trade name

.....

Having its registered office in Address

.....

VAT num. Tax Office P. C.:

Telephone..... Fax.....

After duly noting the terms of the **Open Tender for the Submission of Bids with ref. num./2019** regarding the clearance and removal of old equipment/machinery and other materials as scrap, I submit this **Economical Bid** and I hereby declare that I fully and unconditionally accept all terms.

**BID FOR THE CLEARANCE & REMOVAL OF
OLD EQUIPMENT/MACHINERY & OTHER MATERIALS OF THPA AS SCRAP**

CATEGORY	DESCRIPTION	AMOUNT	MEASUREMENT UNIT	MINIMUM STARTING PRICE	BID PRICE IN €
1	Machinery & other equipment	90,0 ton	ton	€/ton	

The above prices do not include VAT.

Time of bid validity: days

Time of removal of Equipment/Machinery: days

...../..... / 2019

THE BIDDER

(Signature & Seal)