

**GENERAL INVESTMENT DIVISION
PROCUREMENT DEPARTMENT**

**CALL WITH REF. NUM 002-2019
FOR THE SUBMISSION OF BIDS REGARDING THE CLEARANCE & REMOVAL OF THPA SA
FLOATING CRANE "THERMAIKOS" AS SCRAP**

THPA S.A. CALLS FOR

An Open Tender Procedure with sealed offers for the clearance and removal of floating crane "THERMAIKOS" ownership of ThPA S.A., as scrap, located in Thessaloniki Port.

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

The minimum starting price shall be **one hundred seventy euro per tonne (170€/tn)**, plus VAT.

The quantity in tonnes of "THERMAIKOS" floating crane to be cleared is estimated at **600 tonnes approximately (exploitable)** with a corresponding **minimum total value of 102,000,00€** (170€/tn X600tn), plus VAT.

Offers with a lower price than the above mentioned minimum starting price will be **DECLINED**.

TENDER SCOPE

The tender's scope is the clearance (as scrap) of the Floating Crane "THERMAIKOS" with the No. 452 ΔΔΣ/ΔΕΠ SV 6377, owned by ThPA S.A., which is moored at Pier No 11 of ThPA S.A. in order to be safely removed from Thessaloniki Port.

PART 1 - GENERAL TERMS

1. RIGHT TO PARTICIPATE IN THE TENDER:

1.1 Suitability to perform professional 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 and have not been rejected from Tenders of the Greek State or Public Entities.

1.2 Technical & Professional Capacity

The participants shall 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 Directorate for the Environment.

- ✓ They need an experienced ship builder engineer or Mechanical engineer with the corresponding work licence and proven professional experience.

2. BID SUBMISSION

The bidders shall submit their bid to ThPA S.A. during business days and hours, no later than **5/9/2019** at 15:00 pm, in Greek, not dependent on any other to term, requirements, conditions or provisos.

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

- * The word "Bid"
- * The title "Open Tender for the Clearance & Removal of the floating crane "THERMAIKOS" OF ThPA S.A. as scrap"
- * Participant's information (Full name of the candidate, address, telephone number, email)

The bids are sent to the following address:

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

After the tender closing date and time, it shall not be possible to submit offers. Offers submitted late will be returned.

3. TIME OF BID OPENING

The opening of the dates shall take place **at 10.00 a.m. on 6/9/2019** by a Committee of ThPA S.A. Employees at the Technical Services Building of ThPA S.A., Gate 11, Conference Room, 3rd Floor.

Only the tenderers and their legally authorised representatives shall be present during the tender procedure. In this case, the participants representatives shall submit a relevant authorization to the Committee.

4. BID ENVELOPE

The bid envelope shall include the following information:

- **GUARANTEE OF PARTICIPATION IN THE TENDER**

This guarantee is issued in favour of the participant for an amount of **two thousand forty euro (2.040,00€)**.

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 Consignment Notes of the Consignment Deposit and Loans Fund 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 S.A. as the beneficiary e) the reason of the consignment such as the Call number and f) does not include a suspensory clause of the deposit following a contractual consideration.

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

- **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 current legislation.
- **Bidders must have a licence** for the Management - Collection & Transport of Solid, non-hazardous waste by the Environment Division
- **Solemn statement Law 1599/86 of the Shipbuilding engineer or 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 works aiming at the removal of the floating crane to be cleared and take all the action described in the technical terms herein.
- **A certified copy of the Professional Licence or other equivalent document** certifying the sufficient professional experience of the Shipbuilding engineer or the Mechanical Engineer who will undertake to remove the materials.
- **Representation document** if the participant participates in the tender with a representative.

TECHNICAL BID:

The financial offer includes: **(A) Brief description** of the bidder with reference similar projects that it performed, such as removal, extermination, removal of wrecks, towing, vessel marketing and management, dismantling of metal constructions, machinery, plants, scrap iron etc. thus demonstrating its relevance with the tender scope and **(b) Works description** to ensure buoyancy, removal of part of the iron constructions and the removal of the floating crane, according to Art. 4 of Technical Terms, with a corresponding execution **Timetable** expressed in days.

The potential Contractor must work closely with an experienced **shipbuilding engineer**, the copy of whose **Professional Licence (C)** issued by the competent body (e.g. Technical Chamber) must be attached in his offer.

The bid companies must be equipped with or commit to obtain the appropriate means for reducing and eliminating pollution such as submersible pumps, eco oil solvents, floating barriers, absorbents etc. To this end, they shall submit: **(D) A List of Anti-pollution means** in their technical bid.

Finally, they need to include a (E) Solemn Statement with a participation willingness of the head of the specialized diving team which will conduct the submarine controls and the submarine works-repairs that may be required.

To conclude, the tenderers Technical Bid must include at least the following:

- A) Description of the Tendering Company
- B) Works description with a Timetable in days
- C) Copy of the Shipbuilding engineer's Professional Licence
- D) List of the Anti-pollution means

E) Solemn statement of the Head of the Diving team

FINANCIAL OFFER

The Financial Offer shall be enclosed in a sealed sub-folder within the bid envelope and will be in accordance with the template provided.

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

- The bid price in euros and per tonne (€/tonne), without VAT.
- The time of bid validity, which cannot be less than 90 days.
- The total time required for removing from Thessaloniki Port the equipment/machinery meant for clearance, as scrap, **which cannot exceed ninety (90) working days**.
- Any other necessary information, at the discretion of the participants.

5. BID VALIDITY:

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

6. COUNTEROFFERS - TENDER PROCEDURE

6.1. On the day of the tender, the Committee proceeds with the unsealing of bids and after examining the participation documents, it announces in the hearing of all present, the bid prices i.e. the rates accepted.

6.2. After the announcement of the prices, the above participants are invited to make **counteroffers**. Any increase of the bid price shall be at least equal to one per cent (1%) of the initial bid. The counteroffers shall be written (signed by the bidder and shall bear the company's stamp), submitted simultaneously to the Committee by all bidders. Then the President of the Committee announces the prices.

6.3. The award of the tender will be done to the successful tenderer after repeating the counteroffer process three **(3) times**. Participants are not allowed to leave the tender room before its completion (offer and counteroffer process).

7. PAY - METHOD OF PAYMENT

7.1. 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 relevant proposal of the Tender Committee to the successful tenderer.

- Following the award of the tender result, the successful tenderer will be invited, by a ThPA S.A.'s document, to deposit, within five (5) days from the award, to a bank account held by ThPA S.A., the exact bid price and sign the relevant contract.
- Also, upon signing the relevant contract, the Contractor submits a Good Performance Guarantee, 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.

7.2. 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 good performance guarantee within the period initially set or any extension thereof, the Company shall revoke the award and the Bidder shall be declared forfeited. In this case, THPA SA can award the floating crane under clearance to the next one or, if this occurs again, to the following bidders who are invited to pay the price they offered.

8. 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.

9. CONTRACTOR OBLIGATIONS

The receipt of the floating crane under clearance shall be carried out with 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.

ThPA SA shall not be liable for any true defects or deficiencies of the floating crane under clearance. From their participation in the tender, it is presumed that the tenderer has acquired his own understanding of the type of the floating crane and the situation in which it is located.

10. APPLICABLE PROVISIONS

The tender will be performed in accordance with the terms hereof.

ThPA S.A. 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.

PART B:
TECHNICAL TERMS

1. GENERAL

The Contractor shall at his own expense, responsibility and means remove the iron construction and its support, as described in Par. §4.3 and remove safely the remaining floating crane (floating part & remaining hyperstructure), outside the Port of Thessaloniki within ninety (90) days from the signing of the contract.

According to the Technical Expert's Report from 17/07/2019 drafted by the Shipbuilding engineer Mpakalis Theocharis, the vessel has extensive damage due to corrosion, lack of cathodic protection, while there is water inflow rendering the vessel's buoyancy insecure. In addition, there is reinforced concrete as counterweight in a large surface of the vessel's bottom and in the back part of the engine room, not allowing the use of large part of the vessel's iron as scrap. To this end, before submitting their offer, Tenderers are invited to inspect the vessel in order to have a clear image about its condition and evaluate to the extent possible the actions required in order to ensure a provision buoyancy and obtain the quantity of iron that can be exploited as scrap.

Note that the last removal of the vessel for maintenance dates from 2007 when it was transferred to KONTOGOURIS shipyard. During its maintenance at the shipyard, one of the works consisted of inspecting the deck and hull panels and replacing the parts that needed to be replaced. As for the thickness of the panels used, the initial thickness of construction panels was taken into account. Yet, almost twelve years have passed by since.

2. TECHNICAL FEATURES OF "THERMAIKOS" VESSEL

Trailer (not self-propelled)	
Initial lifting capacity of the crane 60 tonnes	
Total vessel length (L.O)	36.57m
Maximum width (R.B).	18.28m
Depth (R.d.)	2.91m
Estimated dead weight*	1.000 tonnes
* (of which 300 tonnes approximately are the concrete ballast)	

3. CONTRACTOR OBLIGATIONS

- 3.1.** After the payment of the price and the signing of the award contract, the Contractor shall proceed within thirty (30) days at the latest to the transfer of ownership. Following this, within a period of not more than sixty (60) days from the vessel's date of transfer of ownership to his name, he shall proceed to its safe removal outside the Port of Thessaloniki. It is stressed that the Contractor's ownership is subject to the non timely removal of "THERMAIKOS" vessel from the Port of Thessaloniki.
- 3.2.** After the signing of the Contract, the Contractor shall proceed to the action required for ensuring the vessel's buoyancy in order to remove it from the Port of Thessaloniki and tow it to a suitable dismantling area in or out of Greece. These actions include water pumping - extraction, restoration or reduction of holes, control and maintenance of independence of watertight parts and regular monitoring. These activities must be indicated and supervised by a Shipbuilding engineer - expert assisted by a specialized diving team.
- 3.3.** After ensuring the vessel's provisional buoyancy, the Contractor shall, alongside his other obligations, proceed to the removal of the Velos and Iron construction and its support and its placement on Pier 11, at an area that will be indicated by ThPA S.A. More specifically, as shown on the following photo, the Arrow (part C-D) plus the vertical support framework together with the two buttresses and shoring's (triangle A-B-E), must be removed from the whole by removing the wire ropes, untying the joints of section C (by removing or, if not possible, breaking the pintles) and cutting the columns along the section A-B. The removal and deposition of the iron construction surrounded by the red line and the letters A-B-C-D-E on the following picture, will be done in two main sections C-D and A-B-E with the maximum attention and care and under the supervision of **an experienced engineer or shipbuilding engineer** in order to stay intact thus making it easier to restore it and use it in the future as a modern industrial monument due to the special importance of the Floating Crane for the history of the Port of Thessaloniki.



- 3.4.** 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.
- 3.5.** Any permits required for carrying out any works on the floating crane such as licenses for diving technical works, towing license, gas freeing, extraction and transport of detached parts, deratization, 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.

4. MISCELLANEOUS TERMS

- 4.1.** The Contractor is solely responsible for any faults or damages from any cause and for any land, sea or air pollution from the signing of the Contract onwards. THPA S.A. shall not be liable for any damage or accidents incurred by the Contractor's personnel, the ThPA S.A. personnel or any third parties during the carrying out of the works, until their completion. THPA ThPA S.A. shall not be liable for any theft of materials, equipment, machinery or tools of the Contractor, who shall be required to ensure they are properly and efficiently stored.
- 4.2** The Contractor is fully liable against ThPA S.A. 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 employees' 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 provided for in Par A herein shall be forfeited in favour of ThPA S.A., by decision of the competent instrument, as a penalty.

- 4.3** The Contractor, for work on the floating crane, 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 is liable for any violation of the labour, insurance, environmental or other legislation in relation with their employees.
- 4.4** The Contractor may be granted, if necessary, an area on the Pier in order to perform the works. This area shall be available to the Contractor for a time period not exceeding ninety (90) days from the signing of the contract, provided for in the tender for the vessel removal.
- 4.5** The Contractor may use lifting and other equipment of THPA SA, provided that it is available, in accordance with the Company's tariff charges.
- 4.6** Interested parties are invited to perform an inspection of the floating crane in Thessaloniki Port after consultation with the Mechanical Engineering & Floating Equipment Department (tel: 2310.593.503 & 2310.593.504), in order for them to evaluate the object meant for removal and clearance and the area where they need to work.
- 4.7** ThPA S.A. shall not be liable for any true defects or deficiencies of the equipment 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.

Thessaloniki, 13 August 2019

THE CHIEF EXECUTIVE OFFICER

FRANCO NICOLA CUPOLO

**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 /2019 for the clearance and removal of the floating crane "THERMAIKOS" 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	FLOATING CRANE THERMAIKOS	600 ton	ton	170€/ton	

The above prices do not include VAT.

BID VALIDITY PERIOD.....: days

Equipment/machinery removal time: days

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

THE BIDDER

(Signature & Seal)