

TED 002_2020
OPEN TENDER PROCEDURE
FOR THE CLEARANCE & REMOVAL OF OLD EQUIPMENT OF THPA SA, AS SCRAP

ThPA SA ANNOUNCES

An **Open Tender** with sealed offers 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.	135 EURO
GROUP 2	LOADING/UNLOADING TOOLS	130,7t.	135 EURO

The criterion for the tender award will be the **Highest Price** reached after the opening of the offers and the completion of the procedure and the counter-offers.

The **Minimum Starting Price** is set at the amount of **one hundred thirty-five euros per ton (135 €/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 89.100€**, (135€/tn X 660 tn), plus VAT and **to 130 tn approximately for Group 2**, with a corresponding **minimum value of 17.644,50€ (135€/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. BID SUBMISSION

The bidders shall submit their bid to ThPA SA during business days and hours, by no later than **11/03/2020 at 15:00 pm**, in Greek, not subject to terms, requirements, conditions or provisos.

The following information shall be clearly displayed on the dossier:

- * The word "Bid"
- * The title "Open Tender for the Clearance & Removal of Old Machinery & Equipment of ThPA SA as scrap"
- * Bidder's data (Full name of the bidder, 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)
GR 54625 Thessaloniki

After the tender closing date and time, it shall not be possible to submit tenders. Tenders submitted late shall be returned.

3. DATE OF TENDER

The opening of the dates shall take place **at 09.00, on 12/03/2020** by the Committee of ThPA S.A. Employees at the Technical Services Building of ThPA SA, 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 participant's representatives shall submit a relevant authorization to the Committee.

4. BID DOSSIER

The technical bid folder shall include:

- **Guarantee of participation in the tender**

This guarantee is 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.
- **Representation document** if the participant participates in the tender through a proxy.
- **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 shall be enclosed in a closed sub-dossier, inside the offer file (based 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 (60) days for Group 1 and thirty (30) days for Group 2.**
- 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 Tender date. Any offer that is valid for less time, shall not be considered and shall 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 offered.
- 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 tenderer's designated representative 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 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, 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 performance guarantee within the period initially set or any extension thereof, the Company shall revoke the award and the Bidder shall be declared forfeited.

And the Letter of Guarantee for his/her participation is 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.
- 7.3.** 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 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.

8. 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 thirty (30) working days, 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 are 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 Mechanical Engineering & Floating Equipment Department (tel. 2310593503-4, in order for them to evaluate the materials meant for removal and clearance and the area where they need to work.

9. 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 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	135€/ton	
2	LOADING/UNLOADING TOOLS	130,7t.	ton	135€/ton	

The above prices do not include VAT.

BID VALIDITY PERIOD.....:

..... days

Equipment/machinery removal time: days

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

THE BIDDER

Signature/ Seal