

PROCUREMENT & INVESTMENT DIVISION

REQUEST FOR TENDER FOR THE SUPPLY OF CLEANING MATERIALS

ThPA S.A conducts market research for the supply of cleaning materials to meet the annual needs, in accordance with the following terms.

1. Scope

1.1. Scope description

The scope of this Contract is the supply of the materials on the list, which is attached in Annex A hereof.

All the items to be supplied will be in excellent condition and of excellent quality, free from defects and adapted to high quality standards, branded products, with the manufacturer's name on the package and approved by the National Organization for Medicines (if relevant).

In particular, detergents classified as hazardous, based on their effects on health or the environment, must be registered in the National Register of Chemical Products (NRCP).

Bids not including all requested items will also be accepted.

1.2. Term - Financial scope

The items to be supplied will be delivered in parts within a period of one (1) year, from the signing of this Contract, to ThPA S.A. facilities.

The value of the contract amounts to **fifteen thousand euros (15,000 €)**.

1.3. Option right

During the term of the relevant contract, ThPA S.A. reserves the right to adjust the requested quantities of materials up to 25% of the total contract price, with the same bid prices, without any claim of the supplier from ThPA S.A. for this reason.

In addition, ThPA S.A. reserves the right, with the assent of the contractor, to extend the contract for the supply of detergents on the same terms for another (1) year.

1.4. Eligibility

Participants must be natural or legal persons, joint ventures or associations of suppliers professionally engaged in the relevant procurement.

2. Description of procedure

2.1 Bid evaluation criterion

The evaluation of the bids will be done **per item**, according to the criterion of the offered price (lowest price), provided that all the conditions of this Contract are met.

2.2. Bid submission time

Those interested can submit their offer, working days and hours, no later than **09/06/2021** and time **15:00**, not subject to condition, condition, condition or reservation.

Tender address:

Thessaloniki Port Authority SA

Inside the Port of Thessaloniki

P.O. 10467, PC 546 25 Thessaloniki

Technical Services Building (gate 11)

Administrative Address - Secretariat Department - Ground Floor

After the expiration of the deadline and time, there is no possibility to submit a bid. Offers submitted late are returned.

Content of Offers

a) a (sub) envelope * marked "**Financial Offer**" (according to the attached type) and the accompanying forms.

(b) samples (see Article 3.3 hereof) of the species offered at:

ThPA SA

Technical Services Building (gate 11)

3rd floor - Procurement & Investment Department

2.3. Clarifications

Requests for additional information - clarifications are submitted electronically to the e-mail: cathanasiou@thpa.gr with a copy to gpapageorgiou@thpa.gr and ptheologou@thpa.gr no later than five days before the deadline for submission of bids.

2.4 Cancellation - modification of procedure

ThPA reserves the right to cancel the award procedure or decide to repeat it at any stage. It also reserves the right to modify the terms of the procedure in a transparent manner.

3. Bid data

The bids are submitted in Greek, bear the signature and seal of the company and include the following information:

3.1. Supporting Documents

3.1.1. Solemn statement of Law 1599/86, as in force, stating that:

- The tenderer is aware of the terms of this notice and accepts them fully and unconditionally,
- The classification, labelling and packaging of the offered products are in accordance with Regulation (EC) 1272/2008, as amended and in force by Regulation 2019/521.
- The Safety Data Sheet (SDS) of the products offered is updated and in accordance with REACH Regulation (1907/2006/EC) and Regulation (EU)2015/830, as in force.

3.1.2. Application and proof of registration of the offered products in the NTCP, if required, in accordance with Article 45 of the CLP Regulation (Regulation 1272/2008/EC) as in force.

3.1.3. Proof of legitimacy of the bidder or the candidate legal entity.

3.1.4. Information document on the processing of personal data, within the meaning of Article 13, GDPR 679/2016. (*Annex B*)

3.2 Financial Bid

The Financial Bid will include at least the following, as detailed in the attached financial bid form attached hereto:

- The unit price and the total bid price in euros (€), without VAT.
- The bid validity period, which cannot be less than 90 days.
- The delivery time, which may not exceed one (1) month, from the date of signing the relevant Contract (concerns only the first delivery in case of partial deliveries, subsequent deliveries will be made within two (2) days from the date of order).
- Any additional necessary information, at the discretion of the tenderers.

3.3 Samples of tendered items

The samples will be clearly marked with the name of the bidder and, where appropriate, the marking. The samples will be returned to the participants if requested, within one (1) month from the date of tender award.

For each requested item, participants can offer one or more products, provided that the specifications hereof are met.

4. Counteroffers

Counteroffers are not accepted.

5. Validity of bids

Bids submitted must be valid for at least ninety (90) days from the closing date for submission of bids.

6. Special terms for the performance of the procurement

6.1. Performance Guarantee

The Contractor is obliged to present a Performance Guarantee of the supply, the amount of which is set at a rate of up to five percent (5%) on the value of the contract without VAT and is deposited before or at the signing of the contract, valid for 30 days after expiry of the contract.

The Guarantee is issued by credit institutions and covers entirely and without exceptions the application of all the terms of the contract and any claim of ThPA S.A against the Contractor. The Performance Guarantee shall be forfeited in case of contract breach, as specified therein.

6.2. Method of payment

The procurement is finance from the regular budget of ThPA S.A.

The CONTRACTOR is paid against the issuance of an invoice and **within (60)** days from its submission to the ThPA S.A and the acknowledgment of receipt on the document from the recipient.

The invoicing will be made at the end of each month and will include all the consignment notes of the month.

6.3 Delivery

6.3.1 Place of delivery: The materials will be delivered at the responsibility and expense of the supplier at the premises of ThPA S.A.

6.3.2 Delivery Time:

The requested items will be delivered in parts to ThPA S.A at the responsibility and expense of the supplier no later than (2) working days from the receipt of the written order.

Delivery time may in exceptional cases be extended up to five (5) working days, with the consent of ThPA S.A., following a relevant request of the supplier which must be submitted within twelve (12) hours of receiving the order. The CONTRACTOR bears the risk of accidental destruction or deterioration of the objects until their delivery to the headquarters of the COMPANY and their receipt by the latter.

7. Price adjustment

The offered prices are considered **fixed and final** and are not subject to adjustment for any reason until the completion of the project. For this reason, the participation of each interested party in the tender implies the explicit, unconditional and irrevocable waiver of any right - in his favor - of adjustment of the prices offered and that may result from another relevant provision.

8. Obligations of the Contractor

In case of final rejection of all or part of the quantity of the items, its replacement with another, in accordance with the terms of the contract, may be approved. If the Contractor does not replace the materials rejected within the deadline set for him and after the contractual period has expired, ThPA S.A is entitled to terminate the contract.

9. Applicable provisions

The procurement in question will be performed in accordance with the terms hereof.

Attachments

Financial Bid Form Annex A

Personal Data Processing Form - Annex B

THE CHIEF INVESTMENT OFFICER

A.DAVIDIAN

**ANNEX A - FINANCIAL BID FORM
FOR THE SUPPLY OF CLEANING MATERIALS**

COMPANY NAME: _____
 REGISTERED OFFICES - _____
 POSTAL CODE - ADDRESS: _____
 TAX OFFICE: _____
 VAT NO.: _____
 TELEPHONE: _____ FAX: _____
 EMAIL: _____

Code ThPA	Description	Quantity	Unit of Measurement	Unit Price	Total price
11102	DENATURED BLUE ALCOHOL 93 degrees 350ml	800	PIECES		
11088	STRAIGHT PLASTIC BROOM (WITHOUT STICK)	50	PIECES		
11112	PERFUMED SOAP 125 gr.	3000	PIECES		
11104	PAPER TOWEL (650gr-1kg)	1000	PIECES		
11076	DUSTPANS	10	PIECES		
14294	MARBLE POWDER (500gr.)	100	PIECES		
14562	FLY OUT POWDER	10	PIECES		
11072	FABRIC SOFTENER	400	LITRES		
11069	WETTEX - No 2	250	PIECES		
11091	AEROSOL FOR COCKROACHES	50	PIECES		
11090	(250gr) AEROSOL FOR MOSQUITOS (300gr.)	50			
14339	MEDIUM-SIZED FUNNELS	10	PIECES		
11078	SMALL-SIZED FUNNELS	5	PIECES		
11098	THICK CHLORINE (1250 gr.) KLINEX	600	PIECES		
11077	HYDROCLAURIC ACID (KEZAP) (350gr)	250	PIECES		
14835	WOODEN BROOM STICK	80	PIECES		
11105	LIQUID HAND SOAP 4 lt	1060	LITRES		
11086	PLASTIC INCLINED BROOMS	30	PIECES		
11117	TOILET PAPER	16000	PIECES		

14879	HAND TOWELS (20 packs 4000 sheets)	300	BOXES:		
11105	DISH WASHING LIQUID (4L)	400	PIECES		
11101	WASHING POWDER (15 kg)	15000	KG		
11079	SCOTCH-BRITE SPONGES (7x13cm)	350	PIECES		
11106	CREAM SOAP (1000gr.)	250	PIECES		
11100	AJAX GLASS SPRAY (500gr.)	600	PIECES		
11096	PLASTIC BAGS IN KG WITH HANDLE (No 60)	30	KG		
16140	INSECT REPELLENT UNIT	30	PIECES		
16142	INSECT MOSQUITO LIQUID	200	PIECES		
16143	INSECT MOSQUITO TABLET	15	PACKS OF 30		

The above prices do not include VAT.

Bid Validity: The bid is valid for 90 (ninety) days.

Delivery time:.....days.

- The offered materials are of excellent condition, newly-manufactured or produced and unused.

Thessaloniki, / /2021

THE TENDERER

(Signature & Seal)

ANNEX B

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 ~~Αρ.Σκ. 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)