



**REPETITION PROCESS OF THE
OPEN TENDER No.
TED 001_ 2020
FOR THE CLEARANCE OF OLD EQUIPMENT OF THPA SA**

ThPA SA ANNOUNCES

An **Open Tender Repetition**, submitting via e-mail offers, for the clearance of the non-awarded based on the Tender published on 17.12.2020, of old equipment/machinery found in the Port of Thessaloniki. The criterion for the tender award will be the **Highest Price per machinery** reached after the examination of the offers and the completion of the procedure.

The machinery for clearance and the minimum revised price (starting price) of the first offer per machine, is set out on the table attached hereto.

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

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 or legal persons, cooperatives or supplier associations.

2.PROCEDURE AND TIME

The bidders shall submit their offer no later than **25/5/2021 - 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 of old equipment/machinery of ThPA SA", and Bidder's data (Full name of the bidder, address, telephone number, email).

b. Technical offer &

c. Financial offer.

3. OFFER E- DOSSIER

The technical offer folder shall include:

- **Solemn statement of Law.1599/86**, stating that:
 - a. the tenderer has become fully aware of the terms herein and accepts them fully and unconditionally and,

b. the tenderer after visiting the sites where the machinery under clearance is found has become aware of their state, (competent department: Procurement & Investment Division, at the following telephone no.: 2310593- 352-354-325-360-363 & 305).

- Information document for the processing of personal data, according to Article 13 of GDPR 679/2016, signed by the Candidate.

➤ **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 offer price in euros per machinery, without VAT.
- The time of offer validity, which cannot be less than **60 days**.
- The total time for reception and removal - from the Port of Thessaloniki - of the machinery for clearance, which **cannot exceed thirty (30) working days** from the completion of the procedures and the transfer of machinery ownership. (*Joint Ministerial Decision 21867/2016–Government Gazette 3276/B/12.10.2016*), as in force.
- Any other necessary information, at the discretion of the participants.

4. OFFER VALIDITY:

The submitted offers must be valid for at least sixty (60) 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. PAY - 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 offer price and sign the relevant contract.

5.2. In the event that the tenderer, 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 receive and remove in time from the Port of Thessaloniki the machinery for 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 tenderers who are invited to pay the price they offered.

6. NO PARTICIPATION OF BIDDERS

In the event that in the present Tender there is no participation of bidders, the company can decide the direct sale to any interested party, with the most advantageous procedure and price.

7. CONTRACTOR OBLIGATIONS

- The delivery of the equipment/machinery under clearance is done at the Contractor's expense and responsibility.
- 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 process for the transfer of ownership of the machinery will be done at the Contractor(s) responsibility and expense according to **Government Gazette 3276/B/12.10.2016, as in force.**
- 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 delivery or in relation to it.
- 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 well as the condition it is at, and found it to his liking and suitable for the use it is intended.
- 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 from the completion of the ownership transfer procedure, the Contractor shall remove the equipment under clearance from the Port of Thessaloniki.
- 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.
- All the necessary works shall be the Contractor's responsibility and shall be carried out by their personnel and means.
- Interested parties may visit the Port of Thessaloniki and the machinery deposit site after agreement with the Procurement and Investment Division at tel. 2310593-352-354-325-360-363 & 305, in order to evaluate the old machinery meant for removal.
- ThPA SA shall not be liable for any true defects or deficiencies of the equipment/machinery under clearance. By participating in the tender, the tenderer is presumed to have formed his own view about the equipment under clearance.

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 tenderer, who does not obtain any right to compensation or other apart from the ones provided for herein. The tenderer'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

	DESCRIPTION	THPA SA CODE	REVISED PRICES
1	CAT D6D 140HP	Nr. 001	5.000
2	LOADER 5,0 KYB.M. DRESSER	Nr. 038	5.000
3	LOADER 3,5 KYB.M. FIAT - HITACHI	Nr. 050	8.000
4	LOADE 2M3 FIAT HITACHI	Nr. 056	6.000
5	LOADE 2M3 FIAT HITACHI	Nr. 057	6.000
6	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 004	1.500
7	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 005	1.500
8	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 007	1.500
9	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 009	1.500
10	FORKLIFT ELECTRIC LIFTING MACHINE 04 TN YALE	Nr. 011	1.500
11	FORKLIFT ELECTRIC LIFTING MACHINE 04 TN YALE	Nr. 012	1.500
12	MOBILE ROAD SWEEPER MADE IN ITALY	Nr. 003	1.500
13	WAGON LIFT (TRAKTOR) 167 H	Nr. 001	9.000
14	WAGON LIFT 167 HP ZEPHIR S	Nr. 002	9.000
15	SPRAYER INCORPORATING	N.A.	1.000

**TEMPLATE OF
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 **Repetition of the Open Tender 001/2020** for the clearance of old equipment/machinery found in the Port of Thessaloniki, I submit this **Financial Offer** and state that I accept in full and unconditionally all the terms.

	DESCRIPTION	THPA SA CODE	OFFER
1	CAT D6D 140HP	Nr. 001	
2	LOADER 5,0 KYB.M. DRESSER	Nr. 038	
3	LOADER 3,5 KYB.M. FIAT - HITACHI	Nr. 050	
4	LOADE 2M3 FIAT HITACHI	Nr. 056	
5	LOADE 2M3 FIAT HITACHI	Nr. 057	
6	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 004	
7	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 005	
8	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 007	
9	FORKLIFT ELECTRIC LIFTING MACHINE 2,5 TN YAL	Nr. 009	
10	FORKLIFT ELECTRIC LIFTING MACHINE 04 TN YALE	Nr. 011	
11	FORKLIFT ELECTRIC LIFTING MACHINE 04 TN YALE	Nr. 012	
12	MOBILE ROAD SWEEPER MADE IN ITALY	Nr. 003	
13	WAGON LIFT (TRAKTOR) 167 H	Nr. 001	
14	WAGON LIFT 167 HP ZEPHIR S	Nr. 002	
15	SPRAYER INCORPORATING	N.A.	

**OFFER FOR THE CLEARANCE OF
OLD EQUIPMENT/MACHINERY OF THPA SA**

The above prices do not include VAT.

Offer validity period: days

Equipment/machinery removal time: days

...../..... /2021

THE TENDERER

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. 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*)