

REQUEST FOR PROPOSAL

TED 115/2024

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The societe anonyme company under the trade name "Thessaloniki Port Authority S.A." (ThPA S.A.) invites suitably qualified and interested parties to bid as part of a open RFP for the provision of international road transport services.

1. Object

ThPA has undertaken the combined transport (i.e. with more than one means of transport) of third-party cargoes from Belgrade, Serbia to the port of Thessaloniki, Greece.

For the implementation of the project ThPA looks for an experienced contractor that will execute full truck load (FTL) road transport from Belgrade, Serbia to the port of Thessaloniki, Greece.

Commodities to be transported are beverages packed on pallets. Cargo should be transported in conventional vehicles/trucks with a maximum gross weight of 24.000t.

It is estimated that the minimum requirement of ThPA will be 6 trucks per week.

It is noted that export customs procedures are arranged by the sender in Belgrade, T1 is issued by the transporter/contractor in North Macedonia and is completed at the Port of Thessaloniki by a third party.

2. Eligibility of Participation

- Participation in this RFP is open to economic entities, in particular natural persons or legal entities, joint ventures or associations of economic entities submitting a joint offer and, in the case of joint ventures or associations of economic operators submitting a joint offer, their members carrying on a professional activity related to the object of this RFP.
- Bidders shall:
 - Not be in a state of bankruptcy, liquidation, compulsory receivership, suspension of payments, bankruptcy settlement, suspension of operations and not have been subject to bankruptcy, liquidation, receivership, or other similar proceedings, and not be subject to any other legal operating restrictions.
 - Not have been irrevocably convicted themselves in case of participation of natural persons and their legal representatives or their administrators in any other case for:

- a) participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300, 11.11.2008, p. 42) and in Article 187 of the Greek Penal Code;
- b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (C-195 6/25/1997, 195) and in par. 1 of Article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as the crimes under Articles 159A (corruption of politicians), 236 (corruption of an employee), 237 par. 2-4 (corruption of court officials), 237A par. 2 (trade of influence through intermediaries), 396 par. 2 (corruption in the private sector) of the Greek Penal Code;
- c) fraud against the financial interests of the Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on combating, through criminal law, fraud against financial interests of the Union (L.198/28.07.2017);
- d) terrorism or crimes related to terrorist activities as defined, respectively, in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) or moral instigation or complicity or attempt to commit a crime, as defined in Article 4 thereof, and the crimes of Articles 187A and 187B of the Criminal Code as well as the crimes of articles 32-35 of Law No. 4689/2020 (A' 103);
- e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for money laundering or for the financing of terrorism, amending Regulation (EU) no. 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and the Commission Directive 2006/70/EC (OJ L 141/05.06.2015), and the crimes of Articles 2 and 39 of Law No. 4557/2018 (A' 139) ;
- f) child labor and other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, replacing Council Framework Decision 2002/629/JHA (OJ L 101), which was incorporated into national law by Law No. 4198/2013 (A' 215), and the crimes of Article 323A of the Greek Penal Code (trafficking in human beings) and
- g) the crimes of Articles 375 (embezzlement), 386-388 (fraud), 385 (extortion), 216-218 (forgery), 224 (perjury), 235-237 (bribery) of the Greek Penal Code and 197 et seq. (bankruptcy) of Greek Bankruptcy Code.

If the economic entities participate as an association or joint venture, the above must be fulfilled by each member of the association or joint venture.

Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected Joint Venture or Association of economic operators may be required to have a specific legal form insofar as the inclusion of such a legal form is necessary for the proper performance of the contract.

In the case of a Bid by an association of economic operators, all its members are jointly and severally liable to ThPA S.A. for the fulfillment of all obligations arising from the RFP and the Contract.

3. Details for the RFP & Bid content

Bidders wishing to submit a bid to this RFP must use the Bidder Response Document Template in accordance with the template in Annex 1. The Response Document must bear the seal of the bidder and the signature of the person or persons empowered to sign it.

All Bids must remain valid and open for consideration for a period of not less than 120 days from the Closing Date. Bids that are valid for a shorter period will be rejected as **unacceptable**.

The validity of the bid may be prolonged, if requested by ThPA S.A., prior to its expiry, for a maximum period of time equal to the initial bid validity period specified in the RFP.

4. Participation documents

Bidders shall submit the following items with their Bids:

- A certificate of incorporation or registration in the relevant chamber (national economic operators) or a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators),
- Brief Company Profile
- Financial Statements of 2021, 2022, 2023 years.
- A copy of the Information Document for the processing of Personal data, in accordance with GDPR 679/2016, provided in Annex 2, signed by the legal representative of the bidder.

Bidders are also required to submit the following Solemn Declarations:

- A Solemn Declaration where the bidder declares that he has taken note of the specific requirements and specificities of the RFP and that he unconditionally accepts its terms.
- A Solemn Declaration where the bidder declares that he has become aware of and accepts the Concession Agreement between Hellenic Republic and ThPA S.A. (Law No. 4522/2018, Government Gazette 39A/ 07.03.2018, as currently in force).
- A Solemn Declaration where the bidder declares that all information provided are true and fair and reflect reliable information about the services and the bidder.
- A Solemn Declaration where the bidder declares that the company is in good financial health, has the capacity to deliver the transport services and doesn't anticipate any major issue, which could affect the quality provision of the services or the timely execution of the services.
- A Solemn Declaration where the bidder declares that he commits to strictly follow the rules of ethics in force in Europe and in Greece and to notify ThPA SA of any deviation to the good practices of ethics.
- A Solemn Declaration of the authorized representative of the bidder where he declares that the person specified in paragraph 2 does not establish (nor in the individual legal entities in an Association of Economic Operators) reasons for exclusion and that there is no reason to believe that these obstacles will occur during the validity of the bid and any extensions thereof, and that he has not had or has any contact with the other bidders regarding the price, the submission of the bid or its terms. After the award of the Contract and before its signing, the selected contractor shall provide the relevant certificates and other supporting documents that will be requested by ThPA S.A. (e.g., copy of criminal record, tax and insurance information, GEMI certificate, a single certificate of judicial solvency from the competent Court of First Instance, or corresponding documents in accordance with the law of the Member State of establishment, etc.).
- A Solemn Declaration where the bidder declares that he renounces to any recourse to THPA for the process of RFP.

If the bidder is a legal entity, in order to prove its legal constitution and representation, it shall submit the legal document of constitution and legal representation (such as last amended Articles of Association, certificates of company information amendments, decisions to form the administrative body depending on the legal form of the bidder, certificate of valid representation etc.). The above documents specify the lawful establishment, the person(s) legally binding the company on the date of the tender (legal representative, right of signature etc.), any third parties authorized to represent the bidder, as well as the term of office of the person(s) and/ or the members of the management body/ legal representative.

In case of the participation of a foreign economic operator, equivalent to the above documents must be provided by the competent bodies and authorities of the country of establishment of the bidder.

Associations or joint ventures of economic operators that submit a joint bid, submit the above documents for each economic operator that participates in the association. In addition, the associations of economic operators shall submit an agreement between their members which states at least:

- The extent and type of participation of each member in the execution of the contract.
- The member responsible for coordinating and managing all members.
- The joint representative, who has been appointed for representing the association and its members during the RFP.
- Declaration that each member of the association is jointly and severally liable with the other members of the association towards ThPA S.A. for any claim arising from the participation or the execution of this RFP and the Contract.

NOTE: The Solemn Declarations submitted in accordance with this RFP, if drawn up by Greek citizens living in Greece, shall either be in the form provided for in article 8 par. 2 of Law 1559/1986 or digitally published through the website <https://www.gov.gr/> or have a qualified digital signature. The same conditions apply to foreign citizens.

5. Clarifications

Requests for additional clarifications should be submitted via email addressed to the Procurement Department of ThPA SA at the email addresses kkelidis@thpa.gr and ptheologou@thpa.gr and no later than five (5) days before the Closing Date. Requests for clarifications submitted in any other way will not be considered. The clarifications are posted on ThPA SA website (www.thpa.gr) at least three (3) days before the Closing Date.

The official languages of the proceedings are Greek and English. All details of the bids shall be either in Greek or English (provided that they are drafted in the language of their country of origin) and accompanied by an official translation into one of the above languages. In case of disagreement, the prevailing wording shall always be the translation into one of the official languages of the herein.

6. Submission of Bids

Bids should be submitted electronically no later than **09/ 12/ 2024**. Bidders who wish to participate will need to send their offer, in the form of a locked file folder, via email to kkelidis@thpa.gr and ptheologou@thpa.gr. The access code shall be sent to the above email addresses after the expiration of the deadline, upon the request of ThPA SA Procurement Department. Bids submitted after the Closing Date will be disregarded.

7. Extension, amendment, addition, or cancellation of the RFP

ThPA SA without liability, penalty, or compensation of any kind, reserves the right to extend the time for the submission of bids before the closing date and time for bid submission to the RFP or to amend or supplement the RFP documents or to cancel the RFP at any time in accordance with the provisions of the Procurement Regulation of ThPA SA. If errors or omissions shall be found in any stage of the process, ThPA SA reserves the right, without liability, penalty or compensation of any kind, to partially cancel or adjust the result or decide to relaunch the RFP from the stage where the error or omission was detected.

Bidders participate in the RFP procedure at their own risk and are not entitled to any compensation for expenses related to their participation in the RFP procedure and the preparation and submission of their bid.

Each bidder is solely responsible to be informed of all the terms of the RFP.

8. Award Criteria - Evaluation

The award criterion is the most advantageous bid, based on the price and qualitative criteria according to the following criteria, importance and criterion rating:

Evaluation criterion (EC)	Importance (a)	Rating (80-120) (b)	Weighted Score (a*b)
Experience in the international transport services	30 %		
Capability of the Bidder (truck fleet)	70 %		

Each criterion is weighted in order to reflect its importance.

The rating of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a score of 100, provided that the requirements of the RFP are exactly met.

In cases where the requirements are not fully met or exceeded, the score is set to the lower and upper limit respectively.

The weighted score for each criterion will be derived from the product of the individual weighting coefficient on its score and the total derived from the Body sum of the weighted scores.

The rating for the final selection of the most advantageous bid will be based on the following formula:

$$A_i = 70 * (B_i / B_{max}) + 30 * (K_{min}/K_i)$$

whereby:

B_{max} is the sum of the weighted scores of the Evaluation Criteria of the Bid that received the highest score.

B_i is the sum of the weighted scores of the Evaluation Criteria of the Bid i

K_{min} the total fee of the Bid with the lowest price

K_i the total fee of the Bid i

A_i which is rounded to 2 decimals.

The bid with the largest A_i will prevail.

In the case of equivalent bids, i.e. bids with the same total final score (A_i) between two or more participants, the assignment shall be made to the bid with the highest Weighted Score (B_i).

ThPA SA reserves the right to form a ranking list of participants and to request the submission of a revised economical bid from the first two (2) of the best bids.

After completion of the evaluation, participants are informed of the acceptance or rejection of their bid.

9. Contract Award - Terms

The selected bidder will be expected to enter into a service agreement with ThPA for a period of one (1) year. The Contractor will invoice the provided services twice a month, at the end of the first and the second half of each month. The contractor's invoices will be payable in 60 days from the date of issuance and after the acceptance of the services by the competent Department of ThPA S.A..

10. Obligations

10.1 During the term of the contract, the Contractor shall look after the interests of ThPA, act lawfully in good faith and take any action only with the written consent of ThPA. The Contractor is obliged to ensure that his staff has the statutory licenses, the experience required for the provision of services and generally acquire any required insurance against all risks for the staff employed throughout the term of the contract. The Contractor shall take out any required insurance against all risks for the personnel it employs.

10.2 The Contractor bears full and exclusive civil and criminal liability for any accident and any kind of damage, loss, or wear caused to ThPA, his staff, or to any third party, due to his own actions or omissions and actions or omissions of the staff that he may use and his agents, as well as the full and exclusive civil and criminal liability for any bodily injury or death that occurs to the staff he employs, to ThPA's staff as well as to any third party, from actions or omissions of the staff during the provision of the services and his visits at ThPA S.A. premises.

10.3 The Contractor is solely responsible for any damage, wear, alteration, loss, etc. of the products transported from the time of delivery to him, during the transport and until the end of their unloading at their destination and receipt by the recipient.

10.4 The Contractor is solely responsible for the execution of the transport of the cargoes, in accordance with the provisions of all relevant legislation, as in force each time. The Contractor is solely responsible and guarantees the strict observance of all relevant rules, provisions, etc. concerning the works undertaken by him and the services provided by him.

10.5 The Contractor must have insurance coverage for the compensation of damages that will occur to the cargo due to his own fault or fault of his staff, in accordance with the provisions of the applicable legislation.

10.6 The Contractor is responsible for any delay in the execution of the project assigned to him, unless the delay is due to force majeure. The above liability of the Contractor is waived if he has previously informed ThPA, and ThPA accepts this delay in writing, including by electronic means. In case of delay, which is due to the fault of the Contractor, ThPA, apart from the exercise of its legal rights, is entitled cumulatively to request the fulfillment of the provision and to exercise its rights to compensation for any damage it may suffer.

10.7 The Contractor is responsible for compliance with the provisions of all international conventions, state regulations in relation to the transport of goods (eg Convention on the International Transport of Goods, ADR Convention, ATP,) for each trip.

10.8 The Contractor must, during the provision of the services, comply with the security policies implemented by ThPA S.A. and related to access to information, observing the applicable regulations and procedures. All required services will be performed in accordance with the Greek and European regulations governing this kind of services. During the performance of the services, the Contractor and his staff must fully apply all safety measures provided for by the relevant legislation and undertakes to comply with the legal provisions and the technical and scientific rules in matters of health and safety in the workplace, for all the employees involved or not, including those indicatively mentioned in the guide to health and safety at work of ThPA S.A., of which he became aware. Its personnel must also take note of the Health and Safety of Employees Regulation (Decision 2643/27.6.2005) of ThPA S.A., with the provisions of which it must comply.

10.9 The Contractor is obliged, at his own expense, to procure, install and operate any machinery, tools, materials, and supplies, necessary or useful for the performance of the provision of the services. Such machinery, tools, materials, and supplies, used temporarily or permanently in the project, shall be suitable for the intended use and shall provide complete safety for the project and the personnel. ThPA S.A. bears no responsibility for any loss of materials, parts, machinery and tools of the Contractor, who must ensure their adequate and effective storage.

10.10 The Contractor has all the responsibilities of the employer for his staff, namely payroll and contributions in favor of the main and auxiliary insurance funds.

10.11 The Contractor shall be responsible for the payment of all taxes, fees, deductions and any other charges arising from its payment, as applicable at the time the obligation to pay them arises.

10.12 The Contractor assumes the costs of moving or transporting/shipping materials and equipment, throughout the duration of the contract.

10.13 The Contractor undertakes not to engage in activities incompatible with its obligations against ThPA S.A.

10.14 It is expressly agreed that the Contractor is independent, will not act as an agent of the ThPA S.A. nor will it make any relevant act of representation of the ThPA S.A. The Contractor shall have no authority to bind ThPA S.A. or to incur obligations on behalf of ThPA S.A.

10.15 It is prohibited to assign to third parties part or all of the Contractor's obligations as well as to assign part or all of its rights arising from this contract without the prior written consent of ThPA S.A.

10.16 The Contractor shall not assign part or all of the work entrusted to him to a subcontractor without the written consent of ThPA S.A.

10.17 The Contractor must comply with the security policies applied by ThPA S.A. and related to the access to information, respecting the applicable regulations and procedures, of which he became aware.

10.18 The Contractor is obliged to comply with the conditions and restrictions that have been set to ThPA S.A. with the Concession Agreement dated 02.02.2018 between the Hellenic Republic and ThPA S.A., already ratified by Law 4522 Government Gazette 39 A/07.03.2018, of which he became aware.

11. Price Adjustments

In the event that a significant increase in fuel costs is observed during the term of the Agreement, the Contractor's fee may be adjusted only upon mutual written agreement of the contracting parties.

In all other cases the offered fee is considered **fixed and final** and is not subject to adjustment for any reason and cause. For that reason, the participation of any interested party to the tender entails his explicit, unconditional and irrevocable resignation from any right to adjust the fee offered and possibly resulting from another relevant provision, with the sole exception of the case mentioned above.

12. Additional Costs

The offered fee does not include the tax which is levied on trucks registered in a country that is not an EU Member State — in this case Serbia — which are used for the carriage of goods, each time they cross the Greek border to travel through Greek territory. If a special permit/tax is required, the cost will be borne by THPA and will be paid to the Contractor after the presentation of the customs document.

Annexes

1. Bidder Response Document Template
2. Information document regarding the processing of personal data

ANNEX 1: BIDDER RESPONSE DOCUMENT TEMPLATE

KEY COMPANY INFORMATION			
Company Name			
Details about the primary products/services supplied by your company			
Website Address			
Company Registration Number		Tax Number	
Year of Registration		Country of Registration	
Type of Business		Primary Country of Operation	
KEY CONTACT DETAILS			
Name			
Job Title			
Phone / Mobile			
Email			
OTHER KEY INFORMATION			
Total Annual Revenue Please state the currency	2023	2022	2021
Annual Revenue (from services requested in this invitation)			
REFERENCES	Client Name	Contact Details	Project Description
Bidders should share three (3) examples of their experience in providing services similar to those included within the scope of this Invitation. Examples provided must be for similar projects and within the last two (2) years.			
Insurance, liabilities and indemnities cover. Please state maximum value. To include but not limited to ○ Professional indemnity insurance ○ Public liability insurance ○ Missing or damaged goods insurance			

	Bidder Response Yes/No	Comments
Confirmation that the Bidder is fully qualified and has the required licenses to trade with ThPA (including compliance with all relevant local Country legislation).		
Quality Management Certificates, ISO or equivalent (if any).		Attach latest Certificates
Confirmation that the Bidder has the vehicles and the personnel that is required to perform the project.		Details about the fleet of trucks and the network of partners and carriers should be provided in Company Profile
Freight Rate		
Freight Rate per truck for the rout from Belgrade Serbia to the port of Thessaloniki Greece, for full truck loads (FTL)		

Signature

.....

Name

.....

Job Title

.....

Company

.....

Date

.....

ANNEX 2: INFORMATION DOCUMENT FOR THE PROCESSING OF PERSONAL DATA

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 "Data 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.

This 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 Expl.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*). This data is 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 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 "Data 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: 546, Thessaloniki, tel: 2310 593118- 121, or by sending an email to the address: dpo@thpa.gr. The "Data Controller" provides to the "Data Subjects" will all relevant information on the action taken upon request, pursuant to Articles 15 to 22 of the GDPR without delay and in any case **within one month** from receipt of the request. This deadline may be extended by a further period of two months, if necessary, taking into account the complexity of the request and the number of requests (*see for more details: article 12 par. 3 of the GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: *Kifisias 1 - 3, P.C. 115 23, Athens*) or via email (www.dpa.gr).

Thessaloniki, ____ / ____ /20____

ISSUED ON: 7/2020

I have become aware of this Update (*signature and in full letters*):