

**GENERAL INVESTMENTS DIVISION**  
**PROCUREMENT & INVESTMENTS DIVISION**

**TED 093/2023**  
**CALL FOR TENDERS**  
**FOR THE SUPPLY OF MOTION - HEATING DIESEL OIL AND UNLEADED GASOLINE**

**TENDER SUMMARY DETAILS**

<b>OPEN TENDER</b>	
<b>ECONOMIC OPERATOR</b>	<p><b>THESSALONIKI PORT AUTHORITY SA</b></p> <p>Main activity: Port services</p> <p>Address: Inside the Port of Thessaloniki</p> <p>GR 54625 Thessaloniki</p> <p>Tel.: 2310593121, Fax: 2310510500</p> <p>Email address: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a></p> <p>Website address: <a href="http://www.thpa.gr">http://www.thpa.gr</a></p>
<b>Deadline for Submission of Bids</b>	<b>28/06/2023</b>
<b>Deadline for the Submission of Requests for Clarification</b>	<b>23/06/2023</b>
<b>Contract Term</b>	One (1) year with a possibility of an extension for one (1) additional year.
<b>Award criterion</b>	Most economically advantageous based on price and qualitative criteria
<b>Contact for information/clarifications</b>	<p><b>On the tender procedure</b></p> <p>Name: George Papageorgiou Email: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> Tel: +30 2310593305</p> <p>Name: Anastasios Anagnostakis Email: <a href="mailto:aanagnostakis@thpa.gr">aanagnostakis@thpa.gr</a> Tel: +30 2310593360</p> <p><b>On technical issues</b></p> <p>Name: George Papageorgiou Email: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> Tel: +30 2310593305</p> <p>Name: Anastasios Anagnostakis Email: <a href="mailto:aanagnostakis@thpa.gr">aanagnostakis@thpa.gr</a> Tel: +30 2310593360</p> <p>Name: Konstantinos Argyris Email: <a href="mailto:carghiris@thpa.gr">carghiris@thpa.gr</a> Tel: +30 2310593537</p>

## **PART A: GENERAL & SPECIAL TERMS**

### **ARTICLE 1 – Physical and Financial Object**

#### **1.1 Physical Object**

The object of the tender is the supply of motion-heating diesel oil and gasoline for the needs of the Port of Thessaloniki.

#### **1.2 Term of Contract**

The term of the contract is set at one (1) year from the date of its signing, with the possibility of unilateral extension by ThPA SA for one (1) additional year.

#### **1.3 Award Criterion**

The award criterion is the most advantageous bid, which is evaluated based on the price and the following criteria.

<b>TECHNICAL CRITERIA</b>	
<b>Evaluation criterion (EC)</b>	<b>Coefficient Weight</b>
EC1 Fuel specifications	50%.
EC2 Quality Assurance standards	25%.
EC3 Execution of Deliveries	25%.

The score of each evaluation criterion ranges from 80 to 120 points. Each criterion is given a score of 100, provided that the bid submission Call are fully 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 obtained by multiplying the individual weighting coefficient by its score and the total score of the criteria from the sum of the weighted scores.

The rating of the most advantageous bid for the final selection will be based on the following formula:  $A_i = 30 * (B_i / B_{max}) + 70 * (K_{min}/K_i)$

whereby:

$B_{max}$  is the overall score obtained by the best Technical Bid

$B_i$  is the overall score of the Technical Bid  $i$

$K_{min}$  the total comparative cost of the Bid with the lowest price (the lowest margin on the refinery price in euros / cubic meter ( $\text{€} / \text{m}^3$ ))

$K_i$  the total comparative cost of the Bid  $i$

$A_i$  which is rounded to 2 decimals.

The winning bid will be the one with the highest  $A$

In the case of equivalent bids, i.e. bids with the same total final score ( $A_i$ ) between two or more bidders, the award is made to the bid with the highest technical bid score.

### **ARTICLE 2 - Eligibility - Quality Selection Criteria**

#### **2.1 Entities entitled to participate**

**2.1.1** Legal entities with a professional activity related to the object of this call are entitled to submit a bid.

**2.1.2** Participants shall:

- Not be in a state of bankruptcy, liquidation or compulsory receivership.
- Not be convicted by means of a final judgement for the offences listed below. In the case of Limited Liability Companies and Limited or General Liability Partnerships, this requirement refers to the

Administrators. In the case of Société Anonymes, this requirement refers to the Chairman and CEO. In all other cases, this requirement refers to the natural persons managing the company.

- a) participation in a criminal organization, pursuant to article 2(1) of Joint Action No. 98/733/JHA of the Council of the European Union,
- b) corruption, as it is respectively defined in Article 3 of the Council Act dated 26th May 1997 and in Article 3, paragraph 1 of Joint Action No. 98/742/CFSP of the Council,
- c) fraud in the sense of article 1 of the Convention on the protection of financial interests of the European Communities,
- d) money laundering, according to article 1 of the Council Directive 91/308/EEC on the prevention of the use of the financial system for the purpose of money laundering,
- e) embezzlement (article 375, Criminal Code)
- f) fraud (article 386-388, Criminal Code)
- g) extortion (article 385, Criminal Code)
- h) forgery (article 216-218, Criminal Code)
- i) perjury (article 224, Criminal Code)
- j) bribery (article 235-237, Criminal Code)
- k) bankruptcy fraud (article 398, Criminal Code)

## 2.2 Selection Criteria

### 2.2.1. Financial Standing

As regards the financial standing for this contract award procedure, economic operators are required to have:

- An annual turnover of at least € 2,000,000 for each of the three years (2019, 2020, 2021).
- They shall have concluded public or private fuel supply contracts, amounting to at least € 1,200,000 in total, within the last three years (2020, 2021, 2022).

### 2.2.2 Technical & Professional Capacity

As regards the technical and professional capacity for this procedure, participants are required to have:

- a copy of a Category A trading authorization or authorization from the relevant authority of their country of origin (foreign economic operators)
- A detailed presentation of their company

### 2.2.3 Quality Assurance Standards

To participate in this tender procedure, economic operators shall comply with quality management standards according to ISO 9001, 27001, 45001, 14001 or equivalent for storage, trade and distribution of fuels.

## ARTICLE 3 – Clarifications on the Call

Requests for additional clarifications shall be submitted to the procurement department of ThPA SA by email to [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr) and [aanagnostakis@thpa.gr](mailto:aanagnostakis@thpa.gr) with CC to [iefedaki@thpa.gr](mailto:iefedaki@thpa.gr), by Friday 23/06/2023. Requests for clarifications submitted in any other way will not be considered. The clarifications are posted on the ThPA SA website [www.thpa.gr](http://www.thpa.gr).

## ARTICLE 4 - Bid submission modalities & time

Bids shall be submitted by the economic operators no later than Wednesday **28/06/2023** at 15:00, in the following email addresses [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr) and [aanagnostakis@thpa.gr](mailto:aanagnostakis@thpa.gr), with CC to [iefedaki@thpa.gr](mailto:iefedaki@thpa.gr) by sending a locked file folder and they shall not be dependent on any other term, condition, proviso or reservation. The password shall be sent to the above email addresses after the deadline for submission of

bids, upon notice to the participants. After the tender closing date and time, it shall not be possible to submit tenders. Any bids submitted late shall not be considered.

#### **ARTICLE 5 - Extension, amendment, addition or cancellation of the tender**

ThPA SA reserves the right to extend the time for submission of bids before the closing of the tender procedure. At any time before or after the deadline, the company may cancel the award process, based on a specific reasoned decision, or decide to repeat it at any stage, without any liability, cost or penalty. It also reserves the right to modify the terms of the procedure with transparency.

#### **ARTICLE 6 - Bid Validity Period**

Bids submitted are valid and bind the participants for a period of **one hundred and eighty (180) days** from the deadline of their submission. Bids with a shorter validity period will be rejected **as unacceptable**. The validity of the bid may be extended, if it is so requested by ThPA SA, prior to its expiry, for a maximum period of time equal to the initial bid validity period specified in the Call. Any extension of the bid will be accompanied by an extension of the duration of the relevant participation guarantee.

#### **ARTICLE 7 - Bid Content**

The details of the bids are defined as follows:

- (a) Participation documents
- (b) Technical Bid
- (c) Financial Bid

Alternative bids, counter-bids or modifications of bids or any proposals that may be classified as counter-bids will not be considered and will be rejected.

#### **ARTICLE - 8 Participation documents**

To prove that the selection criteria are met, economic operators must submit the following supporting documents:

- A Solemn Declaration where the Candidate declares that he has taken note of the specific requirements and specificities of the Object of the Tender and that he unconditionally accepts the terms of the Call.
- A Participation Guarantee, with a duration of  $\geq 180$  calendar days, counting from the deadline for submission of bids, amounting to forty thousand euros (€40,000). The participation guarantee is forfeited in favour of ThPA in case the selected Contractor refuses, explicitly or implicitly, to sign the relevant minutes or the relevant contract within the time limit set for that purpose.
- To prove their eligibility in accordance with paragraph 2.1, a certificate of registration in the corresponding chamber (domestic economic operators) and a corresponding certificate/approval/licence from the competent authority in their country of origin (foreign economic operators).
- A Solemn Declaration where the economic operator declares that there are no grounds for exclusion, as set out in paragraph 2.1.2, for the economic operator and its authorized representatives and that there are no grounds for believing that such impediments will occur during the period of validity of the bid and any possible extensions thereof
- A copy of a Category A trading authorization
- ISO 9001 quality assurance certificate or equivalent

- ISO 27001 quality assurance certificate or equivalent
- ISO 45001 quality assurance certificate or equivalent
- ISO 14001 quality assurance certificate or equivalent
- A detailed table of relevant contracts according to the following model, for the last three years (2020, 2021, 2022), accompanied by Certificates of good performance of the relevant contracts

S/N	Client & Project Contact Details	Manager	Brief Description	Contract	Budget before VAT

- A Solemn Statement of the participants that the quality of the types of petroleum products under supply is in accordance with the current specifications of the General Chemical State Laboratory
- A document with a detailed presentation of how the bidder's network is covered (e.g. by having a branch, permanent representative, partner, etc.), to which the declared cooperation contracts or declarations of acceptance of cooperation will be attached. The document shall prove that the participant has a network either on his own or via his partners, as required for the implementation of the procurement.
- A brief presentation of the company with an information note on its infrastructure and commercial performance.
- Audited financial statements for the years 2019, 2020, 2021
- A copy of the model provided in PART D signed by the legal representatives of the participating economic operator (Information Document on the processing of personal data, according to Article 13 of the GDPR 679/2016).

If the economic operator is a legal entity, to prove its legal constitution and representation, it shall submit the legal documents of constitution and legal representation (such as Articles of Association, certificates of company information amendments, respective pages of the Government Gazette, documents of BoD meetings, in the case of SAs, depending on the legal form of the bidder). 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 contractor, as well as the term of office of the person(s) and/or the members of the management body/legal representative.

#### ARTICLE - 9 Technical Bid

The file of the technical bid will indicate all the characteristics of the offered motion & heating diesel oil and gasoline in relation to those set out in the technical specifications hereof.

#### ARTICLE 10 – Financial Bid

The financial bid shall:

- Indicate the margin on the refinery price in euros/cubic meter (€/m<sup>3</sup>)
- No other charge on the invoice will be accepted
- Indicate the of bid validity period, in accordance with article 6 of the Call.

#### ARTICLE 11 - Award

The award will be made to the supplier with the most advantageous bid, which is estimated based on the price and the criteria mentioned above in article 1.3 hereof.

## **ARTICLE 12 - Language**

The official languages of the procedure are Greek and English. All details of the bids will 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 is the one written in Greek.

## **ARTICLE 13 - Evaluation & Awarding Criteria**

The opening of bids will take place without the presence of participants.

During the evaluation, ThPA S.A. may address requests for clarification to the participating economic operators and the economic operators must provide the clarifications within the deadlines set.

ThPA SA reserves the right to request revised bids.

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

## **ARTICLE 14 - Contract – Amendments**

After the announcement of the result of the tender, a contract is signed between ThPA SA and the selected economic operator.

The Contract may be amended during its term, without requiring a new contract, by mutual agreement of the contracting parties.

## **ARTICLE 15 – Special terms for the performance of the procurement**

### **15.1 Performance Guarantee**

For the signing of the contract, the contractor is required to submit a Performance Guarantee, the amount of which is set at a rate of up to five percent (5%) of the value of the contract, excluding VAT and the contractor shall submit it before or at the signing of the contract.

The Performance Guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stated in the contract.

The Performance Guarantee covers in total and without discrimination the observance of all the terms of the contract and any claim of ThPA SA against the Supplier.

### **15.2 Delivery- Receipt**

The delivery of liquid fuels shall be done in parts depending on the needs of ThPA SA.

Liquid fuels will be transported in the contractor's tanks, sealed with disposable plastic numbered seals with the company logo which are acceptable by the customs authorities and be delivered inside the tanks of the central Fuel Warehouse of ThPA SA at the care and expense of the contractor.

Specifically for heating oil, deliveries will be made in parts in eleven (11) building tanks, which have a capacity of more than 300 ltr each. The minimum order quantity will be 300 ltr per tank and the delivery will take place by a tank vehicle that will be equipped with a meter.

The fuel delivery time is one (1) working day from the receipt of the relevant order, with the possibility of extension by one (1) additional working day at maximum.

In the event that for any reason the CONTRACTOR fails, for reasons not related to force majeure, to deliver fuels ordered and deliver them late, ThPA SA may procure it from free market, in which case any additional difference between the contractual price and the price of free market, as well as any other additional costs incurred for this reason shall be borne by the supplier and be charged to the supplier.

The exact quantity and the exact delivery date will be specified in the relevant order that will be sent by email from the manager of the Central Warehouse to the department of the Contractor responsible for receiving the order.

It is noted that the invoicing will be based on the conversion of the volume to 15<sup>0</sup> C.

### 15.3 Payment method

Payment will be made as follows:

The value of the fuels will be paid to the supplier within 30 days from the date of receipt of the invoice which will be made with the care of the supplier and not from the date of issue.

The payment of the value of the fuels shall be made after the submission of the relevant supporting documents, i.e. the invoice of the supplier duly signed by the recipient.

### 15.4 – Price Adjustment

The offered prices are considered **fixed and final** and are not subject to adjustment for any reason and cause until the end of the project. 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 prices offered and possibly resulting from another relevant provision.

## **PART B: TECHNICAL SPECIFICATIONS**

The quality of the following types of petroleum products shall be in accordance with the applicable specifications determined by decisions of the Supreme Chemical Council.

Specifically:

Product	Quality (annual) in ltr	Provisions on Physical and Chemical Characteristics
MOTION DIESEL OIL	1.590.100	Joint Ministerial Decision No. 128/ 2016 (GG B' 3958/2016)
		Ministerial Decision No. 76/ 2016 (GG B' 4217/2016)
		Ministerial Decision No. 316/ 2010 (GG B' 501/2012)
HEATING OIL	64.315	Supreme Chemical Council 469/2002 (GG B' 1273/2003)
		Supreme Chemical Council 467/2002 (GG B' 1531/2003)
UNLEADED GASOLINE	15.800	Ministerial Decision No. 147/2015/2016 (GG B' 293/2016)
		Ministerial Decision No. 316/ 2010 (GG B' 501/2012)

**THE EXECUTIVE CHAIRMAN OF THE BOD & MANAGING DIRECTOR OF THPA S.A.**

**ATHANASIOS LIAGKOS**

**PART C: MODEL OF FINANCIAL BID**

<b>DESCRIPTION</b>	Margin on the refinery price in euros/cubic meter (m <sup>3</sup> )
Motion Diesel Oil	
DIESEL oil for heating	
Unleaded Gasoline	
<b>TOTAL</b>	



## **PART D: 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 "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 keeps** a record of 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 fulfillment 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](mailto: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 for two more months, if required, taking into account the complexity and the number of requests (*see more in detail: Article 12 par.* Also, for any complaint, the "Data Subject" has the right to notify the **Data Protection Authority** either in writing (address: 1-3 Kifissias Str. P.C. 115 23, Athens) or by e-mail ([link](#)).

Thessaloniki, \_\_\_ / \_\_\_ /2023\_\_\_

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