

**GENERAL INVESTMENTS DIVISION  
PROCUREMENT & INVESTMENTS DEPARTMENT**

**TED 077/2021**  
**CALL FOR TENDERS**  
**FOR THE SUPPLY OF MOTION - HEATING DIESEL OIL AND UNLEADED GASOLINE**

**SUMMARY OF THE TENDER**

<b>OPEN TENDER</b>	
<b>ECONOMIC OPERATOR</b>	<b>THESSALONIKI PORT AUTHORITY SA</b> Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54625, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: <a href="mailto:secretariat@thpa.gr">secretariat@thpa.gr</a> Website: <a href="http://www.thpa.gr">http://www.thpa.gr</a>
<b>Deadline for the Submission of Bids</b>	<b>20.12.2021</b>
<b>Deadline for the Submission of Requests for clarification</b>	<b>13.12.2021</b>
<b>Awarding Criterion</b>	Most economically advantageous offer, based on price, i.e., on the LOWEST OFFER, as it will result from the submission of the lower margin on the refinery price in euros / cubic meter (m <sup>3</sup> )
<b>Contact information/clarifications</b>	<b>for</b> <b>For the tender procedure</b> Name: Giorgos Papageorgiou Email: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> Telephone: +30 2310593305 Name: Chrysanthi Athanasiou Email: <a href="mailto:cathanasiou@thpa.gr">cathanasiou@thpa.gr</a> Telephone: +30 2310593360 <b>For technical issues</b> Name: Giorgos Papageorgiou Email: <a href="mailto:gpapageorgiou@thpa.gr">gpapageorgiou@thpa.gr</a> Telephone: +30 2310593305

**PART A: GENERAL & SPECIAL TERMS**

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

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### **1.1 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 Financial Object**

The estimated value of the contract amounts to **€ 960,000** plus VAT **for six (6) months**.

### **1.3 Award Criterion**

The award criterion is the LOWEST OFFER, as it will result from the submission of the the lower margin on the refinery price in euros / cubic meter (m3).

## **TICLE 2- Right of Participation - Qualitative Criteria**

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### **2.1 Right of Participation**

**2.1.1** Bid submission shall be open to natural or legal persons and, in the case of associations of economic operators, their members who have a professional activity related to the object of this call.

**2.1.2** Participants shall:

- Not be under bankruptcy, liquidation or administration;
- Not have been irrevocably convicted (the administrators for the case of limited partnerships or limited liability companies, the Chairman and the CEO for the case of SAs and the natural persons performing management duties in other cases) for:
  - 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 within the meaning 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 of 10 June 1991 on the prevention of the use of the financial system for the purpose of money laundering;
  - e) embezzlement (Criminal Code 375);
  - f) fraud (Criminal Code 386- 388);
  - g) extortion (Criminal Code 385);
  - h) forgery (Criminal Code 216- 218);
  - i) perjury (Criminal Code 224);
  - j) corruption (Criminal Code 235- 237);
  - k) fraudulent bankruptcy (Criminal Code 398).

In case the interested Economic Operators participate as an association or consortium, the above shall be met by each member of the consortium.

**2.1.3** Associations of economic operators, including temporary partnerships, are not required to have a specific legal form for bidding. The selected Consortium or Association of Suppliers 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.

**2.1.4** In the case of a bid by an association of economic operators or Consortium, all its members are jointly and wholly liable to the contracting entity.

## **2.2 Qualitative Criteria**

### **2.2.1. Financial Adequacy**

With regard to financial adequacy for this contract award procedure, economic operators are required to have:

- Annual turnover during the last three years equal to 60% of the total budget not including VAT. In the case of a consortium/association of economic operators, this criterion has to be met by at least one member.
- They shall have concluded at least one (1) public or private fuel supply contract, amounting in total (if more than one) to at least 60% of the value of the supply in tender, within the last three years.

### **2.2.2 Technical & Professional Capacity**

With regard to the technical and professional capacity for this process, participants are required to have:

- a copy of a Class A trading authorization
- detailed presentation of their company

## **ARTICLE 3 - Provision of 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 [cathanasiou@thpa.gr](mailto:cathanasiou@thpa.gr) also forwarding the request to [ptheologou@thpa.gr](mailto:ptheologou@thpa.gr), no later than five (5) days before the closing date for submission of bids. Requests for clarifications submitted in any other way will not be considered. The clarifications are posted electronically on the website of ThPA SA [www.thpa.gr](http://www.thpa.gr).

## **ARTICLE 4 - Bid Submission Way and Time**

Bids shall be submitted by the economic operators no later than **20.12.2021** 15:00, in the following email addresses [gpapageorgiou@thpa.gr](mailto:gpapageorgiou@thpa.gr) and [cathanasiou@thpa.gr](mailto:cathanasiou@thpa.gr), also forwarded to [ptheologou@thpa.gr](mailto:ptheologou@thpa.gr) by sending a locked file folder and they shall not be dependent on any other term, condition, provision 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 expiry of this date and time, the bid cannot be submitted. Bids submitted late will be disregarded.

## **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 - Time of Bid Validity**

Bids submitted are valid and bind the participants for a period of **one hundred and eighty (180) days** from the deadline for their submission. 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 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 bid details 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 have been met, economic operators shall submit the following supporting documents:

- A Solemn Declaration through which the Candidate declares that he has taken note of the specific requirements and particularities of the Object of the Tender and that he unconditionally accepts the terms of the Call;
- A Participation Guarantee, lasting  $\geq 180$  calendar days, calculated from the deadline for submission of bids, amounting to nineteen thousand, two hundred euros (€19.200); In the case of Consortia, Associations or Partnerships, a Participation Guarantee shall be submitted by each economic operator according to the percentage of participation in such a Consortium, Association or Partnership. The participation guarantee is forfeited in favor 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 demonstrate the right of participation referred to in paragraph 2.1, a certificate of registration in the relevant chamber (national economic operators) and a corresponding certificate/approval/authorization from the relevant authority of their country of origin (foreign economic operators);

- A Solemn Declaration through which the Candidate 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 Class A trading authorization
- A detailed table of relevant contracts according to the following template, for the last three years, accompanied by certificates of good performance of the relevant contracts

<b>S/N</b>	<b>Client &amp; Project Manager Details</b>	<b>Brief Contract Description</b>	<b>Budget before VAT</b>

- A Solemn Declaration 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 supply;
- A brief presentation of the company (or any partner company of a company association or consortium) with an information note on its infrastructure and commercial performance;
- Audited financial statements of the last three years
- A copy of the template provided in PART C signed by the legal representatives of the participating economic operator (Informative document for the processing of personal data, according to Article 13 of the GDPR 679/2016);

In the cases where the economic operator is a legal person, to prove its legal constitution and representation, the legal documents of constitution and legal representation shall be submitted (such as statutes, certificates of company information amendments, respective pages of the Official Gazette, documents of BoD meetings, in the case of SAs, depending on the legal form of the participant). The above documents shall 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.

In case an economic operator wishes to rely on the capacities of other entities to prove that he has the necessary resources, he shall in particular provide a written commitment of those entities to that end.

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#### **ARTICLE - 9 Technical Bid**

In the TECHNICAL BID dossier:

- all the features of the offered motion & heating diesel oil and gasoline in relation to the ones defined in the technical specifications hereof shall be listed in detail;

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#### **ARTICLE 10 – Financial Bid**

The financial bid shall:

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

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#### **ARTICLE 11 - Award - Assignment**

The assignment is made to the supplier with the lowest bid from the suppliers whose bids have been deemed as acceptable based on the technical specifications and the terms of the Call, taking into account the following parameters:

- (a) The possibility of delivery of products outside working days and hours;
- (b) The supply of products that meet the technical specifications, with superior quality elements/more efficient;

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#### **ARTICLE 12 - Language**

The official languages of the proceedings are Greek and English. All details of the bids shall be either in Greek or English (if 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 one in Greek.

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

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

During the evaluation, ThPA SA may address requests to the economic operators concerned for clarifications and economic operators must provide clarifications within the time limits 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.

The award criterion is the LOWEST OFFER, as it will result from the submission of the lower margin on the refinery price in euros / cubic meter (m<sup>3</sup>).

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

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

The contract may be modified during its term, without the need for a new contract procedure, only upon the mutual agreement of the parties.

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

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### **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 concerning the contract covers in total and without exceptions the application of all terms of the contract and any claims of ThPA SA against the contractor.

### **15.2 Delivery- Receipt**

The delivery of liquid fuels shall be done in installments according to the needs of ThPA SA.

The liquid fuel shall be transported in the contractor's tanks, sealed with a special "buttoned" lead seal, or with one (1) disposable plastic numbered stamp with the company logo which are accepted 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.

The delivery time of the fuel is one (1) working day from the receipt of the relevant order, with the possibility of extension by one (1) additional working day, at the 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 or by phone 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 fuel volume to 15°C.

### **15.3 Payment method**

Payment shall be made as follows:

The value of the fuels shall 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 supplier is obliged, for this reason, to submit an official copy of the relevant certificate by the Region of Central Macedonia, where the wholesale price is set at the date of delivery.

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.

### **ARTICLE 15.4 Price Adjustments**

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:

### **1.ITEM: MOTION DIESEL OIL**

QUANTITY: 1,020,000lt

BUDGETED EXPENDITURE (excluding VAT): **906,000 euros**

PHYSICOCHEMICAL CHARACTERISTICS: The offered diesel oil shall have the physicochemical and other characteristics that are valid today based on the decisions of the Supreme Chemical Council no.:

**I. 340/2000** (GG B' 222/6.03.2001) "Harmonization of Greek Legislation with Council Directive 1999/32/EC of 26 April 1999 relating to a reduction in the sulphur content of certain liquid fuels and amending Directive 93/12/EEC";

**II. 355/2000** (GG B' 410/11.04.2001) "Motion oil, specifications and control methods";

**III. 291/2003** (GG B' 332/11.02.2004) "Harmonization of the Greek Legislation with the Directive 98/70/EC of the European Parliament and of the Council of 13 October 1998 relating to the quality of petrol and diesel fuels, as amended and in force" and

**IV. 351/2003** (GG B' 1383/09.09.2004) "Amendment of the Decision No. 340/2000 of the Supreme Chemical Council".

### **2.ITEM: HEATING OIL**

QUANTITY: **57,960 lt**

BUDGETED EXPENDITURE (excluding VAT) **39,600 euros**

PETROCHEMICAL CHARACTERISTICS: The offered heating oil shall have the physicochemical and other characteristics that are valid today based on the decisions of the Supreme Chemical Council No.:

**I. 469/2002 (GG 1273B' /5-9-2003)** "Heating oil coloring procedures & tracer";

**II. 467/2002 (GG 1531B' /16-10-2003)** "Heating oil coloring procedures & tracer";

**III. 470/93 (GG 496, issue B', 7-7-93), 597** (GG 944, issue B', 21-12-94) and **38** (GG 153, issue B', 10-3-92).

### **3. ITEM: UNLEADED GASOLINE**

QUANTITY: **12,980 lt**



BUDGETED EXPENDITURE (excluding VAT) **14,400 euros**

PHYSICOCHEMICAL CHARACTERISTICS: The offered unleaded gasoline shall have the physicochemical and other characteristics that are valid today based on the decisions of the Supreme Chemical Council No.:

- I.** 510/2004/2007 (GG 872/B' /4-6-2007) "Car Fuels - Unleaded Gasoline - Requirements and Test Methods";
- II.** 291/2003 (GG B' 332/11.02.2004) "Harmonization of the Greek Legislation with the Directive 98/70/EC of the European Parliament and of the Council of 13 October 1998 relating to the quality of petrol and diesel fuels, as amended and in force";
- III.** 237/2001/2001 (GG 1284/B' /05-10-2001) Amendment of the Decision No. 2/2000 of the Supreme Chemical Council (426/B/00) in harmonization with the Commission Directive 2000/71/EC (L287/46/14-11-2000) "to adapt the measuring methods as laid down in Annexes I, II, III and IV to Directive 98/70/EC of the European Parliament and of the Council to technical progress as foreseen in Article 10 of that Directive".

**THE MANAGING DIRECTOR- CHIEF EXECUTIVE OFFICER OF THPA SA**

**FRANCO NICOLA CUPOLO**

**PART C: FINANCIAL BID TEMPLATE**

<b>DESCRIPTION</b>	margin on the refinery	<b>It</b>
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	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 "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 fulfillment 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 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 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](http://www.dpa.gr)).

Thessaloniki, \_\_\_ / \_\_\_ /20\_\_\_

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