

GENERAL INVESTMENTS DIVISION
PROCUREMENT & INVESTMENTS DEPARTMENT

TED 085/2022
CALL FOR TENDERS
FOR THE SUPPLY OF MOTION - HEATING DIESEL OIL AND UNLEADED GASOLINE

SUMMARY OF THE TENDER

OPEN TENDER	
ECONOMIC OPERATOR	THESSALONIKI PORT AUTHORITY SA Main line of business: Port works Address: Within the Port of Thessaloniki PC: 54625, Thessaloniki Tel.: 2310593121, Fax: 2310510500 Email: secretariat@thpa.gr Website: http://www.thpa.gr
Deadline for the Submission of Bids	12/7/2022
Deadline for the Submission of Requests for clarification	7/7/2022
Duration of the Contract	One (1) year with the possibility of extension for one (1) extra year
Awarding Criterion	Most economically advantageous based on price and quality criteria
Contact information/clarifications	for For the tender procedure Name: Giorgos Papageorgiou Email: gpapageorgiou@thpa.gr Telephone: +30 2310593305 Name: Chrysanthi Athanasiou Email: cathanasiou@thpa.gr Telephone: +30 2310593360 For technical issues Name: Giorgos Papageorgiou Email: gpapageorgiou@thpa.gr Telephone: +30 2310593305 Name: Chrysanthi Athanasiou Email: cathanasiou@thpa.gr Telephone: +30 2310593360 Name: Konstantinos Argyris Email: carghiris@thpa.gr Telephone: +30 2310593537

PART A: GENERAL & SPECIAL TERMS

ARTICLE 1 – Physical and Financial Object

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 **€ 2,074,200** plus VAT **for one (1) year with the possibility of extension for one (1) extra year.**

1.3 Duration of the Contract

The duration 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.

1.4 Award Criterion

The award criterion is the most advantageous bid based on the Athanasios price and the following criteria.

TECHNICAL CRITERIA	
Evaluation criterion (EC)	Coefficient Weight
EC1 Fuel specifications	50%.
EC2 Quality assurance standards	25%.
EC3 Deliveries	25%.

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 Call 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 Athanasios sum of the weighted scores.

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

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

whereby:

B_{max} is the overall rating received by the best Technical Bid

B_i is the overall rating 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 (€ /m³))

K_i the total comparative cost of the Bid i

A_i which is rounded to 2 decimals.

The bid with the largest L will prevail.

In the case of equivalent bids, i.e. bids with the same total final score (L_i) between two or more bidders, the assignment shall be made to the bid with the highest technical bid score

ARTICLE 2- Right of Participation - Qualitative Criteria

2.1 Right of Participation

2.1.1 Bid submission procedure shall be open to legal persons 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).

2.2 Selection Criteria

2.2.1. Financial Adequacy

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

- Annual turnover for each of the three years (2018, 2019, 2020) amounting to at least € 2,000,000.
- They shall have concluded at least one (1) public or private fuel supply contract, amounting in total (if more than one) to at least € 1,200,000, within the last three years (2019, 2020, 2021).

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
- A detailed presentation of their company

2.2.3 Quality assurance standards

For their participation in this tender process, economic operators shall comply with quality management standards according to ISO 27001, 45001, 14001 or equivalent for storage, trade and distribution of fuels.

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 and cathanasiou@thpa.gr also forwarding the request to 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.

ARTICLE 4 - Bid Submission Way and Time

Bids shall be submitted by the economic operators no later than **12/7/2022** 15:00, in the following email addresses gpapageorgiou@thpa.gr and cathanasiou@thpa.gr, also forwarded to ptheologou@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 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

Following this, 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 ≥ 180 calendar days, calculated from the deadline for submission of bids, amounting to forty-one thousand euros (€41,000); 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
- - ISO 27001 quality assurance certificate
- ISO 45001 quality assurance certificate

- ISO 14001 quality assurance certificate
- A detailed table of relevant contracts according to the following template, for the last three years (2019, 2020, 2021), accompanied by Certificates of good performance of the relevant contracts

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

- 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 with an information note on its infrastructure and commercial performance;
- Audited financial statements for the years 2018, 2019, 2020
- A copy of the template provided in PART D 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.

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;

ARTICLE 10 - Economical Bid

The economical bid shall:

- Indicate the margin on the refinery price in euros/cubic meter (€/m³)
- No other charge will be accepted
- State the time of bid validity, in accordance with article 6 of the Call.

ARTICLE 11 - Award - Assignment

The assignment 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 1.4 hereof.

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 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 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.

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

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.

Liquid fuels will be transported in the contractor's tanks, sealed with disposable plastic numbered seals 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.

Specifically for heating oil, deliveries will be made in installments in eleven (11) building tanks, which have a capacity of more than 300 liters each. The minimum order quantity shall be 300 liters per tank and the delivery will be made by tanker that will carry a meter.

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 pricing will be based on the reduction of the volume to 15⁰ 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 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: **1,585,000 lt**

BUDGETED EXPENDITURE (excluding VAT): **1,997,000 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: **53,500 lt**

BUDGETED EXPENDITURE (excluding VAT) **53,400 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: **17,000 lt**

BUDGETED EXPENDITURE (excluding VAT) **23,800 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: ECONOMICAL BID TEMPLATE

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

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. 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___

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