

## Procurement Policy & Framework



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# **1. Purpose & Scope**

## **1.1. Subject matter of the Policy & Framework**

Athens International Airport S.A. (hereinafter referred to as AIA or Company) has established a set of procedures and internal controls described in the Procurement Policy and Framework (hereinafter referred to as the Policy) which are aligned with the principles and requirements of the European and national procurement law. According to the provisions of the Airport Development Agreement (ADA) and the Ratifying Law 2338/1995, as further amended by Law 4594/2019, AIA is managed and operated as a commercial, profit-making company in the private sector and, as such, is excluded from the scope of the European Directive 2014/25 and the Law 4412/2016 that incorporates the said Directive into Greek law.

## **1.2. Scope**

The aim of the Policy is to set out the procedures, principles and rules governing the award of works, services, and supplies of products regardless their estimated value.

The Policy applies in parallel and complements other related procedural documents, issued and adopted by the Company.

In the event of any ambiguity or conflict between the provisions of related procedures or controls built in corporate systems, this Policy shall prevail. This Policy is addressed to and commits AIA's employees, Management and the members of Board of Directors as well as all economic operators who make transactions with the Company.

### **1.3. Exemptions from the Scope of this Policy**

The following are exempt from the scope of this Policy:

1. Service contracts for the purchase or lease of land or built spaces (storage area, workshops, office area etc.) or other immovable property.
2. Participation in tenders (directly or through partnerships) or in funded European and/or national programmes, as well as contracts subject to and/or funded by an international organisation or an international financial institution.
3. Commercial Concessions Contracts.
4. Ground handling services (ruled by the Presidential Decree 285/98 (OJ A' 207), the Basic Ground Handling Regulation (OJ B' 1138/2011), the Respective Ground Handling Regulation (B 1836/1999), or by instructions and/or interpretative circulars issued by the Hellenic Civil Aviation Authority (HCAA), or other State Authorities.
5. Financial services related to the issuance, sale, purchase or transfer of securities or other financial instruments.
6. Financing arrangements (loans and issue of bonds, other indebtedness, etc.);
7. Airline promotional activities (by way of example, advertising, airline inaugural events, press & trade events). Additionally, Aviation fairs and conferences (e.g. Routes marketing fairs) and Business Partners events (e.g. ACI Working Group Committees, IATA/ICAO);
8. Donations / sponsorships;
9. Arbitration, mediation and conciliation services;
10. Employment contracts for AIA's employees;
11. Advisory contracts for the recruitment and selection of AIA's personnel;
12. Participation in exhibitions, seminars and conferences;
13. Contracts for individual training/coaching and low value training courses;
14. Purchase of newspapers, magazines, books and corresponding subscriptions and memberships, entries to printed and electronic media, selection of printed and electronic media for promotion and/or advertising;
15. Purchase of public passenger transport tickets by rail or metro, OASA, Attiki Odos;
16. Hospitality services including restaurant expenses and flower gestures to AIA's stakeholders; and
17. Purchase of airline tickets and hotel bookings over the internet

## 2. Definitions & Abbreviations

None.

## 3. References

Any reference to nomenclature within the framework of contracts for this Policy and associated Procedures, is made with the use of the Common Procurement Vocabulary (CPV), as currently applicable by virtue of Regulation (EC) 213/2008.

## 4. Responsibilities

- The **Chief Financial Officer (CFO)** is responsible to ensure corporate adherence to the provisions of this Policy.
- The **Manager, Procurement** is responsible for the overall implementation of this Policy and to continuously monitor the effectiveness of related controls established herein and elaborated in associated Company's procedures.
- The **Director, Legal** is responsible for consultation and coordination with respect to the legal and regulatory compliance of AIA's procurement practices.
- The **Manager, Corporate Risk & Control** is responsible to assess the risks associated with the Services to be outsourced/Goods to be purchased /Works to be implemented and identify those cases which require the involvement of Corporate Risk & Control. While a member of the established tender process, instigates a relevant discussion in order to ensure that the tender methodology, evaluation criteria and Scope of Works adequately address these risks.
- The **Evaluation Committee** (specified for every tender) is responsible for setting evaluation criteria and performing the evaluation of the proposals submitted.
- The **Objections Committee** (comprising of one (1) Chief Officer and two (2) Directors who are entirely independent to the tender process assisted by a representative from LGL as advisor) is a body responsible to evaluate objections raised by tenderers, to reach relevant decision for action and respond to the objections.

## 5. General Policy

### 5.1. General Principles for the Award

The Company treats economic operators equally and without discrimination and acts in a transparent manner, respecting the principle of proportionality, mutual recognition, protection of individual rights, freedom of competition, protection of the environment and sustainable development.

The procurement processes are designed to enhance competition by promoting the implementation of the principles and provisions of this Policy and the general principles of law.

The Company takes all necessary measures to ensure the effectiveness of procurement processes and the sound management of all resources allocated for this purpose.

The Company ensures that all its economic operators (contractors, suppliers etc.) comply with all existing obligations in the areas of environmental, health, safety, privacy, social and labour law enacted by EU law,

national law, collective agreements or international provisions of environmental, social, labour law and tax law. This requirement is indicated in the tender documents and constitutes a special condition for the performance of the contract. The breach thereof by the economic operator may constitute a grave professional misconduct that will allow its exclusion from the current or a subsequent procurement procedure.

The Company ensures that all candidates or tenderers receive simultaneously identical information.

All terms, clauses, technical specifications, selection and award criteria contained in the tender documents must be the ones required and appropriate for the purpose pursued.

The Company does not disclose information submitted to it by economic operators, which they have designated as confidential, including, without limitation, restricted information of commercial or technical nature and confidential aspects of their offer, in case it agrees with the classification as confidential, especially when such confidentiality is enshrined in legislative or regulatory provision.

If an economic operator characterises certain information in its offer as confidential, because of the existence of restricted information of commercial or technical nature, it must explicitly list in its relevant statement all relevant provisions of law or administrative acts requiring the confidentiality of such information.

## **5.2. Conflicts of interest**

Company takes appropriate measures to a) effectively prevent, b) identify, and c) remedy conflicts of interest arising in the conduct of procurement processes including the design and preparation of the tender procedure and the preparation of contract documents, to avoid any distortion of competition and to ensure equal treatment of all economic operators.

The concept of conflicts of interest covers at least any situation where the persons referred in the following paragraph have, directly or indirectly, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

The conflict of interest concerns at least the following persons:

- a) members of the Company's personnel, including members of the advisory bodies;
- b) the Management and members of the Board of Directors;
- c) the spouses and relatives by blood or marriage in the direct line without restriction while, not collaterally up to the second degree of persons of cases a) and b);

who:

- i) are involved in the procurement process, including the design and preparation of the procedure, as well as the preparation of contract documents, and / or
- ii) can affect its outcome.

For the purposes of this article, 'interest' means personal, family, economic, political or other shared interests with the candidates or tenderers or their subcontractors or any member of an economic operator or association of economic operators, including conflicting professional interests, such as, in particular:

- i) the participation of a person of a), b) and c) above in the administration or management bodies



of an economic operator, when such economic operator participates in a procurement process conducted by the Company;

- ii) the possession, by a person falling under cases a, b and/or c above, of a percentage in excess of 0.5% of stocks, shares or any other rights in the capital of an economic operator, which allows the said member to participate in the management of the affairs of said economic operator when such economic operator participates in a procurement process conducted by the Company.
- d) the existence, during the period that starts twelve (12) months prior to the award of a contract, of a contractual bond concerning either the provision of dependent employment or the performance of works or the provision of services or the supply of goods between a person falling under cases a) ,b) or c above and an economic operator, when said economic operator participates in a procurement process conducted by the Company.

The persons falling under cases a), b) or c) above are required to disclose any conflict of interest that they or their relatives in the sense of case c) above may have in relation to any candidate or tenderer, once they become aware of such conflict, in order for the Company to be able to remedy it. At the same time, they should refrain from any action relating to the conduct of the tender procedure. The violation of the preceding obligation constitutes a plea for annulment of all relevant acts.

The Company issues a justified decision regarding the occurrence or not of a conflict of interest. In case a conflict of interest occurs, the Company, without delay, takes the appropriate measures in order to avoid any distortion of competition and to ensure equal treatment of all economic operators. Said measures may include the exclusion of the specific person from any participation in the relevant procurement procedure. If a conflict of interest cannot be remedied by other means, the economic operator concerned is excluded from the process. If the selected tenderer falls under the provisions of Article 20 paragraph 3 of the Airport Development Agreement (ADA), a special prior award approval of the Company's Board of Directors (BoD) is required, in accordance with Article 20.3.2 of the ADA.

However, the Tenderer must disclose to the Company any circumstances, arrangements or relationships which constitute, or might reasonably be considered to constitute, an actual or potential conflict of interest with the Tenderer's obligations under the Tender Documents or under any Contract that might be entered into. The Tenderer shall make this disclosure to the Company as soon as becoming aware of it.

### **5.3. Language of the tender**

The language of each tender process is English or as otherwise set out in its documents. If deemed necessary, the Company may request the submission of foreign documents in their official translation into Greek language.

### **5.4. Right to Participate**

In the Company's tenders all natural persons, legal entities and temporary or permanent associations (of natural and / or legal persons) may participate. Issues regarding the right of participation of economic operators in the Company's tenders are regulated in the tender documents.

The Company does not require the association to have a specific legal form for of its tender submission or for requesting to participate. It may, however, require the associations of economic operators to assume a specific legal form if the contract is awarded to them, to the extent that this form is necessary for the proper performance of the contract as per the Company’s reasonable judgment. If necessary, it specifies in the tender documents the manner in which the associations of economic operators shall meet the requirements of economic and financial capacity or of technical and professional capacity. Any conditions related to the performance of the contract by associations of economic operators which are different from those applicable to individual participants must be justified by objective reasons and must be consistent with the principle of proportionality.

The association of economic operators (natural or legal entities) submits a joint offer, signed either by all members of the association or by their representative. The offer specifies the scope and type of participation of each member of the association. All members of the association are liable to the Company jointly and severally for the performance of the contract as a whole. If the tender is awarded to the association, said liability continues until the full execution of the contract. After the award, the Company will sign the contract either with all members of the association, or with the leader on behalf of all members of the association, authorised by the other members via powers of attorney.

The Company reserves the right at its own discretion to request increased financial securities/guarantees (e.g., increased bond, commitment from parent company etc.), should the financial position of the economic operator, one or more of the legal entities participating with a joint offer and/or the entity on which the economic operator relies, is not satisfactory.

**5.5. Prior involvement of candidates or tenderers**

Where an economic operator has advised the Company, whether in the context of market consultations or not, or has otherwise been involved in the preparation of the procurement procedure, the Company takes appropriate measures to ensure that competition is not distorted. Such measures include the communication to the other economic operators of relevant information exchanged in the context of or resulting from the involvement of the economic operator in the preparation of the procurement procedure and the fixing of adequate time limits for the receipt of tenders. The economic operator concerned is only excluded from the procedure when there are no other means to ensure compliance with the principle of equal treatment. Prior to any such exclusion, economic operators are given the opportunity to prove that their involvement in preparing the procurement procedure is not capable of distorting competition while final decision on its exclusion or not lies at Company’s sole discretion.

**6. Award Procedures**

**6.1. Selection of award procedure**

The Company may recourse, at its discretion, to one of the following procurement procedures: open procedure, restricted procedure, competitive procedure with negotiation, competitive dialogue, innovation

partnership, negotiated procedure without prior publication and direct award. Other procurement procedures not described herein (e.g. procedure including prizes etc.) may be followed, under the condition that the Company ensures that all economic operators receive simultaneously identical information and all the general principles for award are fully met.

## **6.2. Open procedure**

In the open procedure, any interested economic operator submits an offer.

The minimum time limit for the receipt of offers is thirty (30) days from the date on which the contract notice was posted on the Company's website. If the estimated value of the contract is less than €400,000, the minimum time limit for the receipt of offers is fifteen (15) days from the date on which the contract notice was posted on the Company's website, unless otherwise set out in the documents of the tender procedure.

Where a state of urgency duly substantiated by the Company renders impracticable the minimum time limit laid down hereinabove for receipt of offers, or in case that the Company, following a prior consultation process with the market, has announced its intention to fix a shorter deadline for the receipt of offers and has not received sufficiently reasoned objection from the market, the Company may set out a shorter time limit for the receipt of offers, which is, in no case, less than fifteen (15) days from the date on which the contract notice was posted on the Company's website.

## **6.3. Restricted procedure**

In the restricted procedure any economic operator may submit a request to participate by providing its expression of interest. Notwithstanding the above, an offer may be submitted only by those economic operators who have specifically qualified based on the qualitative selection criteria and have been invited to do so by the Company. The Company may restrict in advance the number of suitable candidates to be invited. The number of qualified candidates must always consider the need to ensure adequate competition.

The minimum time limit for receipt of expressions of interest is twenty (20) days from the date on which the contract notice was posted on the Company's website. Where a state of urgency duly substantiated by the Company renders impracticable the minimum time limit laid down hereinabove, or in case that the Company, following a consultation process with the market, has announced its intention to set out a shorter deadline for the receipt of expressions of interest and has not received any sufficiently reasoned objection from the market, the Company may set out a shorter deadline for receipt of expressions of interest, but in no case less than fifteen (15) days from the date on which the contract notice was posted on the Company's website.

The minimum time limit for receipt of offers may be set out by mutual agreement between the Company and qualified candidates. If no agreement is reached, the time limit for receipt of offers is thirty (30) days from the date on which the invitation to submit offers is sent.

If the estimated value of the contract is less than €400,000, the minimum time limit for the receipt of expressions of interest is fifteen (15) days from the date on which the contract notice was posted on the Company's website, unless otherwise set out in the contract notice. Similarly, the time limit for the receipt

of offers, in case of disagreement, is fifteen (15) days from the date of the invitation to tender, unless otherwise set out in the tender documents.

The mutual agreement respects the principle of equal treatment of tenderers and is duly substantiated.

#### **6.4. Competitive procedure with negotiation**

In the competitive procedure with negotiation, any economic operator submits a request to participate by providing its expression of interest. However, only the economic operators that have been qualified, based on the qualitative selection criteria and that have been invited by the Company to do so, submit an offer.

The Company in the tender documents must sufficiently identify the subject-matter of the procurement by providing a description of its needs. It must also indicate which elements of the description define the minimum requirements to be met by all offers. The negotiation with tenderers may concern the price or other terms of the contract.

The initial offer is the basis for the subsequent negotiations. The Company may limit the number of suitable candidates to be invited to participate in the negotiations and submit an offer on the basis of objective criteria. The number of qualified candidates must always take into account the need to ensure adequate competition.

During the negotiations, the Company ensures the equal treatment of all tenderers. To that end, it does not provide information in a discriminatory manner, and it informs all tenderers (whose offers have not been eliminated) of any changes to the technical specifications or other procurement documents, other than those setting out the minimum requirements. Following these changes, the Company provides sufficient time for tenderers to modify and re-submit amended offers.

Competitive procedure with negotiation may take place in successive stages in order to reduce the number of offers to be negotiated by applying the award criteria specified in the procurement documents. This option, however, must be indicated in the procurement documents.

The Company negotiates with the tenderers the initial and all subsequent offers submitted aiming at improving their content, except for the final offer. The minimum requirements and the award criteria are not negotiable. The Company may, ultimately, award the contract on the basis of the initial offers without negotiation, if that possibility is expressly referred in the procurement documents.

Where the Company intends to conclude the negotiations, it must inform the remaining tenderers and set a common deadline to submit any new or revised offers. It must verify that the final offers are in conformity with the minimum requirements and assess the final offers on the basis of the award criteria.

The minimum time limit for receipt of expressions of interest is twenty (20) days from the date on which the contract notice was posted on the Company's website. The minimum time limit for receipt of offers may be set by mutual agreement between the Company and qualified candidates. If no agreement is reached, the minimum time limit for receipt of offers is thirty (30) days from the date on which the invitation to submit an offer is sent.

If the estimated value of the contract is less than €400,000, the minimum time limit for receipt of expressions of interest is fifteen (15) days from the date on which the contract notice was posted on the

Company's website, unless otherwise set out in the procurement documents. Similarly, the minimum time limit for receipt of offers, in case no agreement is reached, is fifteen (15) days from the date of the invitation to tender, unless otherwise set out in the documents of the tender procedure.

The mutual agreement respects the principle of equal treatment of tenderers and is duly substantiated.

## **6.5. Competitive Dialogue**

The Company selects the competitive dialogue indicatively in cases as follows:

- a) when the Company's needs cannot be met without adaptation of readily available solutions and / or;
- b) when the Company's needs include design or innovative solutions and / or;
- c) where the contract cannot be awarded without prior negotiation, due to specific circumstances relating to the nature, complexity or the legal or financial make-up or because of the risks associated with these factors and / or;
- d) if the technical specifications cannot be precisely pre-determined.

In the competitive dialogue any economic operator may submit a request to participate.

The minimum time limit for receipt of requests to participate is twenty (20) days from the date on which the contract notice was posted on the Company's website. The dialogue can only involve economic operators that have been qualified on the basis of the qualitative selection criteria and have been invited to do so by the Company.

The Company may limit the number of suitable candidates to be invited to participate in the dialogue. The number of qualified candidates must always take into account the need to ensure adequate competition.

The Company identifies the needs and requirements in the contract notice and / or in a descriptive document. At the same time and in the same documents, it sets out and defines the chosen award criteria and sets out an indicative timeframe. It proceeds to a dialogue with the qualified tenderers, the aim of which is to identify and define the means likely to meet in the best way its needs. During the dialogue it may discuss with the qualified tenderers all aspects of the contract.

During the dialogue, the Company ensures the equal treatment of all tenderers. To that end, it does not provide information in a discriminatory manner which may give some participants an advantage over others. It does not reveal to the other participants the solutions proposed or other confidential information communicated by an economic operator participating in the dialogue without its agreement. Such agreement does not take the form of a general waiver but is given with reference to the intended communication of specific information.

Competitive dialogue may take place in successive stages in order to reduce the number of solutions to be discussed during the dialogue stage by applying the award criteria for the assessment of the technical and financial offers laid down in the contract notice or in the descriptive document. It is stated from the beginning whether the above option is used. The Company continues the dialogue until it can identify the solution or solutions which are capable of meeting its needs.

Having declared that the dialogue is concluded and having so informed the remaining participants, the Company asks, within the time limit, each of them to submit their final offers on the basis of the solution

or solutions presented and specified during the dialogue. Those offers must contain all the elements required and necessary for the performance of the project.

Those offers may be clarified, specified and optimised at the request of the Company. However, such clarification, specification, optimisation or additional information may not involve changes to the essential aspects of the offer or of the contract, including the needs and requirements set out in the contract notice or in the descriptive document, where variations to those aspects, needs and requirements are likely to distort competition or have a discriminatory effect.

Criterion for award is exclusively the most economically advantageous offer on the basis of quality-price ratio. The Company assesses the offers received on the basis of the award criteria laid down in the contract notice or in the descriptive document. At the request of the Company, negotiations with the tenderer identified as having submitted the offer presenting the best price-quality ratio may be carried out to confirm financial commitments or other terms contained in the offer by finalising the terms of the contract provided this a) does not have the effect of materially modifying essential aspects of the offer or of the contract, and b) does not risk distorting competition or causing discrimination.

## **6.6. Innovation partnership**

The innovation partnership aims to develop an innovative product, service or works and the subsequent purchase of goods, services or works, provided that they meet the agreed performance levels and maximum cost. The innovation partnership is structured in successive phases following the sequence of steps in the research and innovation process, which may include the manufacturing of products, the provision of services or the completion of works.

In the procurement documents, the Company identifies the need for an innovative product, service or works that cannot be met by purchasing products, services or works already available on the market. It indicates which elements of this description define the minimum requirements to be met by all offers. The information provided is sufficiently precise to enable economic operators to identify the nature and scope of the required solution and decide whether to request to participate in the procedure.

The innovation partnership sets intermediate targets to be attained by the partners and provides for payment of the remuneration in appropriate instalments. Based on those targets, the Company may decide after each phase to terminate the innovation partnership or, in the case of an innovation partnership with several partners, to reduce the number of partners by terminating individual contracts, provided that the Company has indicated in the procurement documents those possibilities and the conditions for their use.

In the innovation partnership, any economic operator may submit a request to participate in case it meets the qualitative selection criteria set out by the Company. The Company may limit the number of suitable candidates to be invited to participate in the dialogue.

The Company negotiates with the tenderers the initial and all subsequent offers submitted, except for the final offer, aiming at improving their content. The minimum requirements and the award criteria are not negotiable. During the negotiations, the Company ensures the equal treatment of all tenderers. To that end, it does not provide information in a discriminatory manner which may give some participants an advantage over others. It informs, within the deadline specified in the procurement documents, all

tenderers whose offers have not been eliminated, in writing of any changes to the technical specifications or other procurement documents other than those setting out the minimum requirements. Following those changes, the Company provides sufficient time for tenderers to modify and re-submit amended offers, as appropriate.

The Company does not reveal to the other participants confidential information communicated by a candidate or tenderer participating in the negotiations without its agreement. Such agreement does not take the form of a general waiver but is given with reference to the intended communication of specific information.

Negotiations during innovation partnership may take place in successive stages in order to reduce the number of offers to be negotiated by applying the award criteria specified in the procurement documents. In the procurement documents, the Company indicates whether it will use that option.

In selecting candidates, the Company, in particular, applies criteria concerning the candidates' capacity in the field of research and development and of developing and implementing innovative solutions. Only those economic operators invited by the Company following its assessment of the requested information may submit research and innovation projects aimed at meeting the innovation needs.

The Company ensures that the structure of the partnership and, in particular, the duration and value of the different phases reflect the degree of innovation of the proposed solution and the sequence of the research and innovation activities required for the development of an innovative solution not yet available on the market. The estimated value of supplies, services or works is not disproportionate in relation to the investment required for their development.

In the procurement documents, the Company defines the arrangements applicable to intellectual property rights.

The minimum time limit for receipt of requests for participation is thirty (30) days from the date of publication on the Company's website.

If the estimated value of the contract is less than €400,000, the minimum time limit for receipt of requests to participate is fifteen (15) days from the date of posting of the contract notice on the Company's website, unless otherwise specified in the tender documents. Similarly, the minimum time limit for receipt of offers, will be as mutually agreed with pre-selected tenderers or as specified in the tender documents.

The award criterion is the most economically advantageous offer on the basis of quality-price ratio.

## **6.7. Negotiated procedure without prior publication**

The Company may use the negotiated procedure without prior publication for contracts with budgeted value less than €400,000 and select (following a market research if deemed necessary), the economic operators to whom an invitation is addressed in order to negotiate with the Company the award of the contract.

In such cases, the respective deadlines are determined on a per case basis and are indicated on the tender documents.

## 6.8. Direct award

The Company may use the direct award procedure and select, following a market research (if deemed necessary), the economic operator to whom an invitation is addressed in order to negotiate with the Company the award of the specific contract, exclusively in the following cases:

- a) where no offer or no suitable offers or no requests to participate or no suitable requests to participate have been submitted in response to an open procedure or a restricted procedure, provided that the initial conditions of the contract are not substantially altered;
  - i) an offer is considered not to be suitable where it is irrelevant to the contract, being manifestly incapable, without substantial changes, of meeting the Company's needs and requirements as specified in the procurement documents.
  - ii) a request for participation is considered not to be suitable where the economic operator concerned is to be or may be excluded or does not meet the qualitative selection criteria set out by the Company.
- b) where the works, supplies or services can be supplied only by a particular economic operator, mainly for any of the following reasons:
  - i) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance where the identity of the artist is inextricably linked to the unique character and value of the artwork;
  - ii) the aim of the procurement is the creation or acquisition of an Information Technology & Telecommunications technology solution for experimentation purposes (e.g., Artificial Intelligence application, Internet of Things, Augmented Reality etc.), as part of a Proof of Concept (PoC), that could be initiated either by the Company or jointly with any other Third Party. The results of the PoC does not presuppose the award to the PoC provider. PoC is a realization of a certain method or idea/new concept in order to demonstrate its feasibility, or a demonstration in principle with the aim of verifying that some concept or theory has practical potential.
  - iii) competition is absent for technical reasons;
  - iv) the protection of exclusive rights, including intellectual property rights;
  - v) the aim of the procurement is the creation or acquisition of an Information Technology & Telecommunications technology solution which was identified as the winner of an innovation competition.

The exceptions set out in points iii) and iv) only apply when no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.

- c) in so far as is strictly necessary and, for reasons of extreme urgency brought about by events unforeseeable by the Company, the time limits for tender procedure cannot be complied with. The circumstances invoked to justify extreme urgency shall not in any event be attributable to the Company;
- d) for additional deliveries by the original supplier which are intended either as a partial replacement of



- supplies or installations or as the extension of existing supplies or installations where a change of supplier would oblige the Company to acquire supplies having different technical specifications which would result in incompatibility or disproportionate technical difficulties in operation and maintenance;
- e) for new works or services or products consisting in the repetition of similar works or services or supplies entrusted to the economic operator to which the same contracting authorities awarded an original contract, provided that such works or services or supplies are in conformity with a basic project for which the original contract was awarded pursuant to a tender procedure. The basic project indicates the extent of possible additional works or services or supplies and the conditions under which they will be awarded. The recourse to this procedure is indicated in the notice of the original tender and the total estimated cost of subsequent works or services or supplies is calculated by the Company for the selection of the proper procurement procedure.
  - f) for supplies quoted and purchased on a commodity market.
  - g) to exploit a particularly advantageous opportunity available for a very short time which allows the acquisition of goods at a price much lower than the prices normally prevailing on the market.
  - h) for the purchase of supplies or services on particularly advantageous terms, from either a supplier which is definitively winding up its business activities, or the liquidator in an insolvency procedure, an arrangement with creditors, or a similar procedure.
  - i) where the contract for the provision of services concerned follows a design contest and is to be awarded to the winner or one of the winners of the design contest. In the latter case, all winners must be invited to participate in the negotiations.

## **7. Tender Techniques**

### **7.1. Dynamic purchasing systems**

For commonly used purchases the characteristics of which, as generally available on the market, meet the requirements of the Company, the Company may use a dynamic purchasing system. The dynamic purchasing system is operated as a completely electronic process and is open throughout the period of validity of the purchasing system to any economic operator that satisfies the selection criteria. It may be divided into categories of products, works or services.

In order to procure under a dynamic purchasing system, the Company follows the rules of the restricted procedure. All the candidates satisfying the selection criteria are admitted to the system without any restriction.

The minimum time limit for receipt of requests to participate is twenty (20) days from the date on which the contract notice is posted on the Company's website. No further time limits for receipt of requests to participate apply once the invitation to tender for the first specific procurement under the dynamic purchasing system has been sent.

The minimum time limit for receipt of offers may be set out by mutual agreement between the Company and qualified candidates. If no agreement is reached, the time limit for receipt of offers is ten (10) days from the date on which the invitation to submit offers is sent.

All communications in the context of a dynamic purchasing system are only be made by electronic means.

The Company publishes a call for a dynamic purchasing system and indicates the period of validity. It also indicates in the procurement documents at least the nature and estimated quantity of the purchases envisaged, as well as all the necessary information concerning the dynamic purchasing system, including how the dynamic purchasing system operates, the electronic equipment used and the technical connection arrangements and specifications. It indicates any division into categories of products, works or services and it offers unrestricted and full direct access, as long as the system is valid, to the procurement documents. It gives any economic operator the possibility of requesting to participate in the system.

The Company finalises its assessment of such requests within ten (10) working days following their receipt. That deadline may be prolonged to fifteen (15) working days in individual cases where justified, in particular because of the need to examine additional documentation or to otherwise verify whether the selection criteria are met. Notwithstanding the above, as long as the invitation to tender for the first specific procurement under the dynamic purchasing system has not been sent, the Company may extend the evaluation period provided that no invitation to tender is issued during the extended evaluation period. The Company indicates in the procurement documents the length of the extended period that it intends to apply.

The Company informs the economic operator concerned at the earliest possible opportunity of whether or not it has been admitted to the dynamic purchasing system. It invites all admitted participants to submit an offer for each specific procurement. Finally, it awards the contract to the tenderer that submitted the best offer on the basis of the award criteria set out in the contract notice. Those criteria may, where appropriate, be formulated more precisely in the invitation to tender.

The Company may, at any time during the period of validity of the dynamic purchasing system, require admitted participants to submit a renewed and updated solemn declaration within five (5) working days from the date on which that request is transmitted.

## **7.2. Electronic auctions**

The Company may use electronic auctions, in order to obtain new reduced prices, or new values concerning certain elements of offers. The electronic auction has the form of a repetitive electronic process, which

occurs after a technical and -if required- financial standing evaluation of the offers, enabling them to be ranked using automatic evaluation methods.

In open or restricted procedures or competitive procedures with negotiation, the Company may decide that the award of a framework contract or a dynamic purchasing system must be preceded by an electronic auction when the content of the procurement documents, in particular the technical specifications, can be established with precision. Given that certain service and works contracts whose subject-matter is intellectual property cannot be classified using automatic evaluation method, these contracts are not the object of electronic auctions.

The electronic auction may be based:

- a) solely on the prices where the contract is awarded on the basis of price only;
- b) on prices and/or the new values of the features of the offers indicated in the procurement documents where the contract is awarded on the basis of the best price-quality ratio, or
- c) the offer with the lowest cost using a cost-effectiveness approach.

The Company states its intention to use the electronic auction, as well as all relevant information in the tender documents. Before proceeding with an electronic auction, the Company makes a technical and -if required- financial standing evaluation of the offers in accordance with the award criterion or criteria if the offer complies with the technical specifications, without being irregular or unacceptable or unsuitable.

All tenderers that have submitted admissible offers are invited simultaneously to participate in the electronic auction using, as of the specified date and time, the connections in accordance with the instructions set out in the invitation. The electronic auction may take place in a number of successive phases. The electronic auction does not start sooner than two (2) working days after the date on which invitations are sent out.

The invitation is accompanied by the outcome of the technical and -if required- financial standing evaluation of the relevant offer. The invitation also states the mathematical formula to be used in the electronic auction to determine the automatic re-rankings on the basis of the new prices and/or new values submitted. Unless the most economically advantageous offer is identified on the basis of price alone, that formula incorporates the weighting of all the criteria established to determine the most economically advantageous. For that purpose, any ranges, however, are reduced beforehand to a specified value. Where variants are authorised, a separate formula is provided for each variant.

Throughout each phase of an electronic auction the Company instantaneously communicates to all tenderers at least sufficient information to enable them to ascertain their relative rankings at any moment. It may, where this has been previously indicated, communicate other information concerning other prices or values submitted. It may also at any time announce the number of participants in that phase of the auction. In no case, however, may it disclose the identities of the tenderers during any phase of an electronic auction.

The Company concludes an electronic auction in one or more of the following manners:

- a) at the previously indicated date and time;

- b) when it receives no more, new prices or new values which meet the requirements concerning minimum differences, provided that it has previously stated the time which it will allow to elapse after receiving the last submission before it closes the electronic auction; or
- c) when the previously indicated number of phases in the auction has been completed. In this last case, the invitation to take part in the auction indicates the timetable for each phase of the auction.

Following the electronic auction conclusion, the Company awards the contract on the basis of the results of the electronic auction.

### **7.3. Electronic catalogues**

The Company may permit or require the submission of offers using electronic catalogues. Offers submitted in the form of an electronic catalogue may be accompanied by other documents that complement the offer.

Electronic catalogues are established by the candidates or tenderers with a view to participating in a given procurement procedure in accordance with the technical specifications and format and any eventual additional requirements established by the Company in the tender documents.

Where a framework agreement has been concluded with more than one economic operator following the submission of offers in the form of electronic catalogues, the Company may provide that the reopening of competition for specific contracts takes place on the basis of updated catalogues. In such a case, the Company uses one of the following methods:

- a) invite tenderers to resubmit their electronic catalogues anew, adapted to the requirements of the contract in question;
- b) notify tenderers that it intends to collect from the electronic catalogues which have already been submitted the information needed to constitute offers adapted to the requirements of the contract in question. In this case, the Company notifies tenderers of the date and time at which it intends to collect the information needed and gives tenderers the possibility to refuse such collection of information. The Company allows for an adequate period between the notification and the actual collection of information. Before awarding the contract, the Company presents the collected information to the tenderer concerned so as to give it the opportunity to contest or confirm that the offer thus constituted does not contain any material breach.

The Company may award contracts based on a dynamic purchasing system by requiring that offers for a specific contract are to be presented in the format of an electronic catalogue. Once candidates are notified of the intention of the Company, this catalogue may be filled out by the candidates.

### **7.4. Framework agreements**

The Company may conclude framework agreements with one or more economic operators, aiming to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantities envisaged.

The term of a framework agreement does not exceed eight (8) years, save in exceptional cases duly justified, in particular by the subject of the framework agreement that may require long term depreciation of investments.

Contracts based on a framework agreement are awarded on the basis of objective rules and criteria that may include reopening competition among the economic operators who are parties to the agreement as such was concluded. These rules and criteria are identified in the documents of the tender procedure for the framework agreement and ensure equal treatment of all economic operators who are parties to the agreement. Where reopening competition is provided, the Company sets out an adequate time limit for the submission of offers for each specific contract and awards each contract to the tenderer who has submitted the best offer on the basis of the award criteria set out in the tender documents for the framework agreement.

The Company may not recourse to the framework agreement improperly or in such a way as to prevent, restrict or distort competition.

## **7.5. Occasional joint procurement processes**

The Company may carry out certain procurement processes together with other operators, public or not, following a written agreement setting out the specific terms for such procurement, including, in particular, the allocation of actions and commitments undertaken by each operator, the parties' liability issues and the necessary expenditure.

If a procurement procedure is carried out entirely jointly, in the name and on behalf of all parties, said parties are jointly and severally liable for the fulfilment of their obligations. The same applies in cases where the procedure is managed by one operator, acting both on its own behalf and on behalf of others.

If the procurement procedure is not conducted in its entirety in the name and on behalf of all parties, said parties are jointly responsible only for those parts which are carried out jointly. Each party is exclusively responsible for the fulfilment of its obligations with regard to the parts of the procurement it carries out in its name and on its own behalf.

## **7.6. Procurement process with operators from another EU Member State**

The Company may jointly with operators from different states award a contract, conclude a framework agreement or operate a dynamic purchasing system. The partners enter into an agreement, which sets out the responsibilities of the parties and the internal organization of the procurement procedure.

# **8. Preparation of the Tender**

## **8.1. Keeping of tender documentation**

The Company records the progress made in the conduct of all procurement processes, in a special Contract Dossier, or an e-sourcing platform.

The Contract Dossier or records in the platform are completed and updated throughout the individual stages of the award and execution of the contract, observing the Company's document retention and control policy.

## **8.2. Preliminary market consultation**

Before launching a procurement procedure, the Company may conduct market consultations with a view to becoming informed and/or informing economic operators of its procurement plans and requirements. The consultations are carried out under a specific call for public, non-binding participation of economic operators concerned, which is posted on the Company's website. If the consultation may lead to publication of information the disclosure of which is contrary to the essential interests of the Company or may prejudice any secrets, the special invitation to the consultation is not posted on the Company's website, but is sent to specific economic operators by appropriate means.

The invitation makes reference to the data of the Company, the subject-matter of the contract, the manner and the deadline for comments. A descriptive document including all other information regarding the contract to be awarded is attached to the invitation.

The consultation process has a duration of fifteen (15) days from the posting of the relevant announcement or the sending of the relevant invitation and may be extended or reduced, as per the Company's discretion. Indicative (but not unique) reasons for changing the said duration are the economic value of the contracts and/or the complexity of the subject matter.

## **8.3. Calculation of the estimated value of the tender**

The calculation of the estimated value of the contract is net of VAT, and includes any form of option when this is explicitly provided for in the tender documents. The estimated value should be justified. Under the option, the Company may require the contractor to increase the physical and financial subject-matter of the initial contract, provided that its intention, the width of the option and the timing of activation have been accurately described in the original tender documents and the text of the contract.

The choice of the method for calculating the estimated value of the contract is not made in order to avoid the application of this Policy or to violate the general principles of procurement law. It is prohibited to divide the contracts into separate sections for the sole purpose of avoiding the application of this Policy.

The time from which the estimated value of the contract is calculated is the date of publication of the contract notice.

If the Company provides for prizes or payments to economic operators it takes into account, these amounts in the calculation of the estimated value of the contract.

In framework agreements and dynamic purchasing systems, the value taken into account is the maximum estimated value, net of VAT, of all the contracts envisaged for the total term of the framework agreement or the dynamic purchasing system.

In innovation partnerships, the value taken into account is the maximum estimated value, net of VAT, of the research and development activities that will take place at all stages of the envisaged partnership, and the goods, services or works to be developed and provided at the end of the envisaged partnership.

In Works contracts, when calculating the estimated value, the cost of the works and the total estimated value of goods and services made available to the contractor by the Company, if necessary, for the execution of Works, is taken into account.

In supply or service contracts which are regular in nature, or which are intended to be renewed within a given period, the basis for calculating the estimated value of the contract is the Contract Value of the previous relevant agreement.

Supply contracts relating to the lease, rental or purchase of products, the value to be taken as the basis for calculating the estimated contract value is:

- a) in fixed-term contracts, if their term is equal to or less than twelve months, the total estimated value for the term of the contract or, if the term of the contract is greater than twelve months, the total value of the contract including the estimated residual value;
- b) in contracts without a fixed term or if their term cannot be defined, the monthly value multiplied by 48.

In service contracts, the basis for calculating the estimated value of the contract is, where appropriate, the following:

- a) insurance services: the premium payable and other forms of remuneration;
- b) banking and other financial services: fees, commission payable, interest and other forms of remuneration;
- c) design contracts: fees, commission payable and other forms of remuneration.

In service contracts which do not indicate a total cost, the basis for calculating the estimated value of the contract is:

- a) in fixed-term contracts, if their term is equal to or less than 48 months: the total estimated value for the term of the contract;
- b) in contracts without a fixed term or if their term exceeds 48 months: the monthly value multiplied by 48.

## **8.4. Tender documents**

The Company prepares the terms of contract documents necessary to be used for the tender procedure and updates these from time to time. Such documents should be clear and concise so as to secure an efficient and effective cooperation between AIA and the economic operators.

## **8.5. Preparation of technical specifications**

Technical specifications present the minimum required characteristics required of a work, service and supply. Those characteristics may also refer to the specific process or method of production or provision of the requested works, supplies or services or to a specific process for another stage of its life cycle even where such factors do not form part of their material substance provided that they are linked to the subject-matter of the contract and proportionate to its value and its objectives. The technical specifications may also specify whether the transfer of intellectual property rights will be required.

For all contracts, which are intended for use by natural persons, whether public or staff of the Company, the technical specifications are, except in duly justified cases, drawn up to take into account accessibility criteria for persons with reduced mobility or design for all users. Where mandatory accessibility requirements are adopted by a legal act of the European Union, technical specifications are, as far as

accessibility criteria for persons with disabilities or design for all users are concerned, defined by reference thereto.

Technical specifications afford equal access of economic operators to the procurement procedure and do not have the effect of creating unjustified obstacles to the opening up of procurement to competition.

The technical specifications are formulated in one of the following ways:

- a) in terms of performance or functional requirements, including environmental, energy, health and safety, quality, privacy and other characteristics, provided that the parameters are sufficiently precise to allow tenderers to determine the subject-matter of the contract and to allow contracting authorities to award the contract;
- b) by reference to technical specifications and, in order of preference, to national standards transposing European standards, European Technical Assessments, common technical specifications, international standards, other technical reference systems established by the European standardisation bodies or - when any of those do not exist - national standards, national technical approvals or national technical specifications relating to the design, calculation and execution of the works and use of the supplies; each reference is accompanied by the words 'or equivalent';
- c) in terms of performance or functional requirements as referred to in point a), with reference to the technical specifications referred to in point b) as a means of presuming conformity with such performance or functional requirements. Such specification terms may include the required service level (i.e. quantification of the required performance with appropriate performance indicators) in the case of contracts that entail provision of services;
- d) by reference to the technical specifications referred to in point b) for certain characteristics, and by reference to the performance or functional requirements referred to in point a) for other characteristics.

Unless justified by the subject-matter of the contract, technical specifications do not refer to a specific make or source, or a particular process which characterises the products or services provided by a specific economic operator, or to trademarks, patents, types or a specific origin or production with the effect of favouring or eliminating certain undertakings or certain products. Such reference is permitted on an exceptional basis, where a sufficiently precise and intelligible description of the subject-matter of the contract is not possible. Such reference is accompanied by the words "or equivalent".

Where the Company uses the option of referring to the technical specifications referred to in point b), it does not reject an offer on the grounds that the works, supplies or services tendered for does not comply with the technical specifications to which it has referred, once the tenderer proves in its offer by any appropriate means that the solutions proposed satisfy in an equivalent manner the requirements defined by the technical specifications.

Where the Company uses the option laid down in point (a) to formulate technical specifications in terms of performance or functional requirements, it does not reject an offer for works, supplies or services which complies with a national standard transposing a European standard, a European technical approval, a common technical specification, an international standard or a technical reference system established by a European standardisation body, where those specifications address the performance or functional



requirements which it has laid down. In its offer, the tenderer proves by any appropriate means that the work, supply or service in compliance with the standard meets the performance or functional requirements of the Company.

## **8.6. Communication of technical specifications**

The Company makes available to economic operators concerned in the award of a contract, at their request, the technical specifications regularly referred to in the supply, works or service contracts.

These specifications are available by electronic means through unrestricted, full, immediate and free access. However, the technical specifications can be transmitted by means other than electronic, when unrestricted, complete, immediate and free electronic access to certain documents of the tender procedure is not possible.

## **8.7. Labels**

Where the Company intends to purchase works, supplies or services with specific environmental, social or other characteristics it may require, in the technical specifications, the award criteria or the contract performance conditions, a specific label as means of proof that the works, services or supplies correspond to the required characteristics, provided that all of the following conditions are fulfilled:

- a) the label requirements only concern criteria which are linked to the subject-matter of the contract and are appropriate to define characteristics of the works, supplies or services that are the subject-matter of the contract;
- b) the label requirements are based on objectively verifiable and non-discriminatory criteria;
- c) the labels are established in an open and transparent procedure in which all relevant stakeholders, including government bodies, consumers, social partners, manufacturers, distributors and non-governmental organisations, may participate;
- d) the labels are accessible to all parties concerned;
- e) the label requirements are set by a third party over which the economic operator applying for the label cannot exercise a decisive influence.

Where the Company does not require to meet all the label requirements, it indicates which label requirements are referred to. Where the Company requires a specific label, it accepts all labels that confirm that the works, supplies or services meet equivalent label requirements. Where an economic operator had demonstrably no possibility of obtaining the specific label indicated by the Company or an equivalent label within the relevant time limits for reasons that are not attributable to that economic operator, the Company accepts other appropriate means of proof, which may include a technical dossier from the manufacturer, provided that the economic operator concerned proves that the works, supplies or services to be provided by it fulfil the requirements of the specific label or the specific requirements indicated by the Company.

Where a label fulfils the conditions provided in points b), c), d) and e) above, but also sets out requirements not linked to the subject-matter of the contract, the Company does not require the label as such but may define the technical specification by reference to those of the detailed specifications of that label, or, where necessary, parts thereof, that are linked to the subject-matter of the contract and are appropriate to define characteristics of this subject-matter.

## **8.8. Test reports – Certification**

The Company may require that economic operators provide a test report from a conformity assessment body or a certificate issued by such a body as means of proof of conformity with requirements or criteria set out in the technical specifications, the award criteria or the contract performance conditions.

Where the Company requires the submission of certificates drawn up by a specific conformity assessment body, certificates from equivalent other conformity assessment bodies are also accepted by the Company. For the purpose of this paragraph, a conformity assessment body is a body that performs conformity assessment activities including calibration, testing, certification and inspection accredited in accordance with Regulation (EC) No 765/2008 of the European Parliament and of the Council.

The Company accepts other appropriate means of proof than those referred to above, such as a technical dossier of the manufacturer where the economic operator concerned had no access to the certificates or test reports referred to above, or no possibility of obtaining them within the relevant time limits, provided that the lack of access is not attributable to the economic operator concerned and provided that the economic operator concerned thereby proves that the works, supplies or services provided by it meet the requirements or criteria set out in the technical specifications, the award criteria or the contract performance conditions.

## **8.9. Variants**

The Company may authorise or require tenderers to submit variants meeting the minimum requirements laid down and always linked with the subject matter of the contract. It indicates in the contract notice whether it authorises or requires variants. Variants are not authorised without such indication.

Where the Company authorises or requires variants it states in the procurement documents the minimum requirements to be met by the variants and any specific requirements for their presentation, in particular whether variants may be submitted only where an offer, which is not a variant, has also been submitted. It takes into account only those variants that meet the minimum requirements set out.

The Company also ensures that the chosen award criteria can be applied to variants meeting those minimum requirements as well as to conforming offers which are not variants.

## **8.10. Division of contracts into lots**

The Company may decide to award a contract in the form of separate lots and may determine the size and subject-matter of such lots. The Company indicates, in the tender documents, whether tenders may be submitted for one, for several or for all of the lots. The Company may, even where offers may be submitted for several or all lots, limit the number of lots that may be awarded to one tenderer, provided that in the tender documents the following are stated: a) the maximum number of lots per tenderer, b) the objective and non-discriminatory criteria or rules it intends to apply for determining which lots will be awarded where the application of the award criteria would result in one tenderer being awarded more lots than the maximum number.

Where more than one lot is awarded to the same tenderer, the Company may award contracts combining several or all lots where they have specified in the tender documents that it reserves the possibility of doing so and indicates the lots or groups of lots that may be combined.

## **9. Publicity**

### **9.1. Launching of the procurement procedure**

The start time of each of the award procedure is the date of publication of the contract notice on the Company's website. Additionally, the Company may publish contract notice in any other means. In the case of negotiated procedure without prior publication and the direct award procedure the start time is the date of dispatch to the economic operators of the first call to negotiate or to submit an offer.

### **9.2. Publication of the tender documents**

The Company publishes contract notices on its website and in any other means, as the case may be. Certain information on the tender documents may be withheld from publication where the disclosure could harm legitimate commercial interests of economic operators or harm fair competition between economic operators.

### **9.3. Electronic availability of tender documents**

The Company offers unrestricted and full direct access free of charge to the tender documents from the date of publication of a notice on its website. Where unrestricted and full direct access free of charge by electronic means to certain tender documents cannot be offered, the Company may transmit the documents by other means than electronic means. In any case, the Company indicates any measures to protect the confidentiality of information, which it requires, and the way in which it is possible to access the relevant documents.

Regarding procurement with publication and provided that it has been promptly requested, the Company provides to all participated tenderers additional information not later than six (6) days before the time limit fixed for the receipt of offers (four (4) days in the case of an accelerated procedure) or as otherwise specified in the tender documents. In cases of procurement without publication or direct award, the acceptable time limit for the supply of additional information will be indicated on the tender documents.

### **9.4. Invitations to candidates**

In case of restricted procedure, competitive dialogue, innovation partnership, competitive procedure with negotiation and negotiated procedure without prior publication, the Company invites, simultaneously and in writing, the selected candidates to submit their offers or to take part in the dialogue or the negotiations. The invitation may include a reference to the electronic address on which the tender documents have been made directly available by electronic means.

The Company complies with the corporate Policy for the Personal Data Privacy, which is applicable for all personal information required by the selected candidates and retained during each tender process.

### **9.5. Informing candidates**

The Company informs, as soon as possible, each economic operator of award decisions reached, including the grounds for any decision not to conclude a framework agreement, not to award a contract for which

there has been a call for competition, to recommence the procedure or not to implement a dynamic purchasing system.

On request from the economic operator concerned, the Company informs, as quickly as possible, and in any event within fifteen (15) days from receipt of a written request a) any unsuccessful candidate or tenderer of the reasons for the rejection of its request to participate or its offer, b) any tenderer that has made an admissible offer of the name of the contractor. The Company may decide to withhold certain information referred to in a) and b) above, where the release of such information would prejudice the legitimate commercial interests of a particular economic operator or might prejudice fair competition between economic operators.

## **10. Selection of Tenderers**

### **10.1. General principles of qualitative selection**

Where the Company establishes criteria for the exclusion of economic operators it excludes economic operators which fulfil the said exclusion criteria.

Where the Company establishes criteria for qualitative selection of tenderers or candidates, it selects economic operators in accordance with the criteria established. Such criteria are included in the tender documents.

The Company does not impose administrative, technical or financial conditions on certain economic operators which would not be imposed on all of them.

The Company verifies the compatibility of the offers submitted in accordance with predetermined award criteria. It may decide not to award the contract to the tenderer who submitted the best offer, if it finds that the offer does not comply with the obligations under applicable provisions of international conventions on environmental, social security, labour or other relevant issues.

The Company may decide to open the financial offers (in the case where no award criteria exist) before verifying the non-existence of exclusion grounds and the fulfilment of the qualitative selection criteria or the technical evaluation. In this case, only the lowest bidder is technically evaluated and AIA ensures that the verification of the non-existence of exclusion grounds and the fulfilment of the qualitative selection criteria and technical evaluation is carried out impartially and transparently, so as not to award the contract to a tenderer who should have been disqualified. Should the lowest bidder be technically rejected the process is repeated with the second lowest bidder and so forth.

### **10.2. Guarantees**

The Company may require the tenderers to provide, as the case may be and set out in the tender documents, the following guarantees:

#### **10.2.1 Participation Bond**

The amount of the participation bond is set out in the tender documents to a specific amount, in figures and words, in Euro and will be usually in the order of 5% of the estimated value of the contract, taking into account the specifics of the project, net of VAT.

In case of an offer submitted for one or more lots of the contract, the amount of the participation bond is calculated on the estimated value, net of VAT, of the offered lot.

In case of an association of economic operators, the participation bond includes the condition that it covers the obligations of all association members.

No participation bond is required for participation in the award procedure for a framework agreement, or a dynamic purchasing system, unless otherwise specified in the tender documents.

The participation bond is forfeited indicatively if the tenderer withdraws its offer during the period of validity, or it does not timely submit the documents required for making an award as set out in the tender

or fails to appear in time for signing the contract, or if it submits false information.

The participation bond is returned without interest to the contractor upon presentation of the performance bond. The participation bonds are returned to the other tenderers after the deadline for raising an objection lapse without an objection being raised or the issuance of a decision on an eventual objection brought against the award decision.

### **10.2.2 Performance bond**

The sum of the performance bond will depend on the risks associated with the service to be provided / Works to be implemented and whether an increase is required based on the financial position of the economic operator and/ or entity on which it relies. The performance bond is deposited on or before the signature of the contract and is forfeited in case of breach of any of the terms of the contract.

No performance bond is required for contracts with a value up to €30,000. However, AIA may request such performance bond if deems necessary for reasons such as (but not limited to) project criticality. If the contract is amended, resulting to the increase of the value thereof, the Company may require an additional performance bond net of VAT.

The performance bonds are returned after the final quantitative and qualitative acceptance of goods or services and following the conclusion of the guarantee period, as set out in the respective contracts provided that the contractor is not in breach of any of the terms of the contract.

### **10.2.3 Performance bond for a framework agreement**

The use of the performance bond for a framework agreement is evaluated on a per case basis based on the criticality of the contract. The sum of the performance bond for a framework agreement is usually set out to a sum equal to 0.5% of the total value of the framework agreement or part of the framework agreement, net of VAT. It may be increased based on the criticality of the contract. The performance bond is deposited on or before the signature of the contract and is forfeited in case of breach of any of the terms of the contract. This bond will be released equally and proportionally, every year, in relation to the total term of the framework agreement. In order to sign the contract based on that framework agreement, the economic operator may be required to furnish a performance bond for the execution of said contract.

### **10.2.4 Advance payment bond**

In the case of granting an advance payment, the deposit of an equal amount guarantee is required. The advance payment may not be used for purposes other than those related directly or indirectly to the subject-matter of the contract.

Advance payment bonds are returned as soon as practicable after the repayment of the advance payment amount, as set out in the respective contracts.

### **10.2.5 Operation bond**

The Company may request the tenderers to submit an operation bond for the rectification of defects arising or damages caused by a malfunction in the works or goods during the period of good operation guarantee if so provided in the tender documents. The sum of the operation bond is set out in the tender documents to a specific amount or percentage on the total value of the contract.

All types of bonds are issued by credit institutions operating legally in the member - states of the EU or the European Economic Area (EEA) or the member parties of the Government Procurement Agreement (GPA), that have, in accordance with the applicable provisions, the right to issue such bonds and have a branch in Greece. Bonds are prepared in accordance with models of the Company contained in the tender documents.

The Company may communicate with bodies that have, allegedly, issued the bonds in order to verify their validity. If the bond is forged, the operator is excluded from the tender, a criminal complaint is filed with competent public prosecutor and a disciplinary action procedure is initiated in accordance with the applicable provisions.

Letters of guarantee cannot be returned prior to conclusively addressing all pending issues.

### **10.3. Exclusion grounds**

The Company sets out in the tender documents one or more objective grounds for exclusion of tenderers or candidates, as well as the evidence. All Company requirements are related and proportionate to the subject matter.

Indicative exclusion grounds may be:

- a) conviction by irrevocable judgment for participation in a criminal organization (article 2 of Decision 2008/841 / JHA of the EU Council);
- b) conviction by irrevocable judgment for corruption (article 3 of the Convention against Corruption EU C 195 / 25.06.1997, a 2 paragraph 1 of Decision 2003/568 / JHA of the EU Council), as also provided in the national legislation and the national legislation of the economic operator;
- c) conviction by irrevocable judgment for fraud (articles 2 and 3 of the Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017);
- d) conviction by irrevocable judgment for terrorist crimes (articles 2-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017);
- e) conviction by irrevocable judgment for money laundering or terrorist financing (article 1(3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 and Law 4557/2018 (Government Gazette A139/30.07.2018);
- f) conviction by irrevocable judgment for child labour and other forms of trafficking (article 2 of Directive 2011/36, L.4198 / 2013);
- g) non-payment of taxes or social security contributions (main and complementary);
- h) breach of labour and environmental law obligations in the performance of a previous contract;
- i) declaration in bankruptcy or reorganization proceedings or special liquidation or compulsory administration or bankruptcy settlement or suspended business activities or other comparable situation provided for by national legislation and the national legislation of the economic operator;
- j) concluding agreement aiming at the distortion of competition that cannot be contained by other means;
- k) being subject to conflict of interests;
- l) participation in the preparation of a previous contract which creates a competitive advantage that can be contained by other means;



- m) serious false statement when submitting the information necessary to verify the absence of grounds for exclusion or meet the selection criteria or concealment of such information or failure to submit relevant award documents;
- n) attempt to influence unfairly the award process, to obtain confidential information that may confer an unfair advantage or submission, as a result of negligence, of misleading information that may materially affect the award process decisions;
- o) exclusion by a final court decision from participating in tender processes.
- p) default or breach of prior obligations or terms of past signed agreements with the Company, which resulted in forfeiture of any letter of guarantee, or imposition of any penal clauses, or causing any damages to the Company or third parties, or in early termination of the agreement(s), or any other sanctions.
- q) time delays in more than one project, due to Tenderer's default, evidenced by the provision of payment certifications proving the non-attainment of the contractual scope on the contractual completion date and/or repeated previous notifications sent by the Company to the Tenderer.
- r) professional misconduct in the past, either by omission, misrepresentation or violation of business practices in good faith, or any violation which constitutes professional misconduct by the economic operator or any individual within the economic operator.

The obligation concerning exclusion relates in particular to the economic operator's administrators in the case of general partnerships, limited partnerships, and to the CEO and all members of the Board of Directors, in the case of societies anonymes.

The Company may not exclude an economic operator which presents grounds for exclusion, if it proves that said operator is able to perform the contract, e.g. taking into account the applicable national rules and measures on the continuation of business activities (see (i) above). The Company may not exclude an economic operator which presents grounds for exclusion, if said operator proves that the measures it has taken are sufficient to demonstrate its reliability (e.g. binding settlement for taxes or social security contributions, compensation for damages caused by a criminal offense, active cooperation with investigating authorities to clarify the circumstances related to criminal offenses, concrete technical and organizational measures and measures relating on staff level to prevent further criminal offenses).

If, within the framework of a tender procedure, a ground for exclusion is found in an economic operator and such operator fails to proceed to measures to prove its credibility, then such person may be excluded from participating in ongoing tender processes.

#### **10.4. Qualitative selection criteria**

The Company includes in the tender documents the prerequisites of participation as minimum levels of ability, as well as the appropriate evidence. All Company requirements are related and are proportionate to the subject matter of the contract. The Company may consider that an economic operator does not have the required professional ability, if there is evidence that the operator has conflicting interests which may negatively affect the performance of the contract.

If the Company needs to ensure an appropriate balance between the particular characteristics of the tender procedure and the resources required for its implementation it may, in a restricted or negotiated procedure, a competitive dialogue or an innovation partnership, enacts objective criteria that reflect this need and enable the Company to restrict the number of candidates to be invited to offer or to negotiate. The number of qualified candidates must, however, take into account the need to ensure adequate competition.

The selection criteria may relate to:

- a) competence to pursue the professional activity;
- b) Environmental, Social, and Governance (ESG) criteria (e.g. environmental policies/certifications, employment and labor relations, economic and financial issues etc)
- c) economic and financial standing;
- d) technical and professional ability.

## **10.5. Reliance on the capacities of other entities**

If the objective criteria for the exclusion and selection of economic operators, include requirements relating to the economic and financial capacity of the economic operator, or its technical and professional ability, the economic operator may, where appropriate, rely on the capacities of other entities irrespective of the legal nature of the links that connect them.

With regard to criteria relating to the educational and professional qualifications of the service provider or contractor or their executives or the related professional experience, economic operators may rely on the capacities of other entities, only if the latter perform the works or services for which the specific skills are required.

Where an economic operator wants to rely on the capacities of other entities, it must prove to the Company that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the Company may require that the economic operator and those entities be jointly liable for the execution of the contract.

Under the same conditions, a group of economic operators may rely on the capacities of participants in the group or of other entities.

In the case of works contracts, service contracts and siting or installation operations in the context of a supply contract, the Company may require that certain critical tasks be performed directly by the tenderer itself or, where the offer is submitted by a group of economic operators by a participant in that group.

## **10.6. Management standards (Quality management, environmental management and other standards)**

If the Company requires the submission of certificates drawn up by independent bodies attesting that the economic operator complies with certain management standards, it refers relevant European or other equivalent standards series certified by accredited bodies. The Company within the scope of works, services or supplies to be procured, may also require the application of pertinent service management, safety-

related, enterprise architecture and information security services related, building and energy-related or other standards (including accessibility for people with reduced mobility) in compliance with the relevant standards specifications and requirements which are included (but not limited to) in:

- a) the ADA
- b) national legislation
- c) EU legislation or issued by EU competent agencies and institutions (e.g. EASA)
- d) ICAO standards and recommendations
- e) ISO standards.

The Company recognizes equivalent certificates from bodies established in other EU Member States. It also accepts other evidence for equivalent quality assurance measures if the economic operator has been unable to obtain such certificates within the relevant time limits for reasons not attributable to its own responsibility, provided that the operator demonstrates that the proposed quality assurance measures meet the required standards of quality assurance.

If the Company requires the submission of certificates drawn up by independent bodies attesting that the economic operator complies with specific systems or standards for environmental management, it refers to the eco-management and audit system (EMAS) of the EU or other environmental management systems that have been recognized in accordance with Article 45 of Regulation (EC) 1221/2009 as may be amended by time to time or repealed by other relevant EU legislative act or to other environmental management standards based on respective European or international standards issued by accredited bodies.

When the operator has substantiated that had no access to such certificates or did not have the possibility of obtaining them within the relevant time limit specified for reasons which may not be attributed to it, the Company accepts other evidence of environmental management measures, provided that the economic operator concerned proves that these measures are equivalent to those required under the applicable system or environmental management standard.

## **10.7. Documents for participation**

In all tender processes the Company accepts as sufficient proof of participation an affirmation according to Law 1599 / 1986, or equivalent means.

In tender processes with an estimated value of over €400,000, the Company accepts as sufficient proof of participation the European Single Procurement Document (Regulation (EC) 2016/7).

In both said documents, the economic operator states that does not fall within one of the exclusion grounds mentioned in the tender documents or that has taken measures which allow its non-exclusion (if needed), given that he meets all the qualitative selection criteria set by the Company.

Where the economic operator relies on the capacities of other entities or employs subcontractor(s), the tender documents may require to submit an affirmation according to Law 1599 / 1986 or the European Single Procurement Document in relation to those entities or to the subcontractor(s) of the economic operator. The Company is entitled to require from the economic operator to replace any entity on whose capacity the economic operator intends to rely on or a subcontractor that does not meet the relevant selection criterion or for which a determined exclusion ground occurs.

The Company may request the candidates, at any time of the award procedure to submit all or some documents, if so required, for the proper conduct of the proceedings.

The Company requires the candidates to submit updated documents prior to awarding the contract, if the documents submitted are no longer valid.

The Company may invite the candidates to supplement or clarify the evidence of the proving or the supporting documents they submit.

In the tender documents, the Company lists the supporting documents required to be submitted, in order to prove that the bidder does not fall under any of the exclusion grounds and meets the qualitative selection criteria set out.

Sufficient evidence for the award can be considered, *inter alia*, the following:

- a. Formal Declaration or European Single Procurement Document (ESPD) (without certification of the authenticity of the signature) in which the tenderer declares that does not fall under any of the exclusion grounds laid down in the tender documents and meets the qualitative selection criteria defined in the tender documents;
- b. Certificate regarding the registration in the General Electronic Commercial Registry of the respective Chamber or in the corresponding registry of an equivalent professional organization of the candidate's country of establishment at the date of the tender;
- c. Certificate of representation only if the tenderer participates by proxy (in case of a natural person) or is not represented by the legal representative named in the Articles of Association (in the case of a legal entity);
- d. Minutes of the meeting of the Board of Directors approving the participation in the tender, which may include authorisation (if so provided for in the Articles of Association) for signing and submitting an offer, in case the legal representative is not the signatory;
- e. Participation bond, if so provided for in the tender documents;
- f. Single Certificate of Judicial Solvency (Ενιαίο Πιστοποιητικό Δικαστικής Φερεγγυότητας);
- g. Extract from criminal record;
- h. Tax clearance certificate or binding settlement for the payment of taxes;
- i. Social insurance clearance (main and complementary insurance) or binding settlement for the payment of social security contributions;
- j. Certificate of enrolment on the professional register;
- k. Obtainment of a special authorization for the provision of a specific service;
- l. Appropriate statements from banks;
- m. Certificate of professional risk indemnity insurance;
- n. Balance sheets or extract of the balance sheet or slips (for natural persons) accompanied by the auditors' report (where applicable) up to the last five (5) years;
- o. Statement on the turnover (general and specific);
- p. List of projects (up to the last ten (10) years), accompanied by certificates of good execution or list of principal deliveries effected or services provided (up to the last ten (10) years);
- q. List of the technical staff, especially those responsible for quality control;

- r. Description of quality assurance measures and research and development instruments;
- s. Statement of the method of management of the supply chain;
- t. Audit certificate from the Company or a competent official body of the country in which the economic operator is established;
- u. List of qualifications and professional skills of the team that will work in the subject matter of the contract;
- v. List of the environmental management measures;
- w. Statement of the candidate's average annual manpower and number of executives for the last 3 years;
- x. Statement regarding tools, installations, technical equipment;
- y. Reference to the part of the contract, which the tenderer intends to subcontract;
- z. Samples, description or photographs of products, the authenticity of which can be verified at the request of the Company;
- aa. Certificates issued by official institutes or accreditation bodies.

For foreign tenderers, documents equivalent to the aforementioned issued by a competent judicial/administrative authority of the country of origin or the country of residence of the economic operator are accepted. If the country of origin or the country of residence of the economic operator does not issue the certificate requested by the Company or such certificate does not meet the requirements of the qualitative selection criteria set out, the certificate may be replaced by an affidavit or, in countries where there is no declaration on oath, by a formal declaration of the person concerned approved by a competent judicial or administrative authority or a notary or a competent professional or trade organization. The Company consults, in every case, the EU online repository of certificates (e-Certis) and, primarily, requires certificates or forms of documentary evidence covered by e-Certis.

In case of an association of legal entities, each member must meet all requirements for participation and not present an exclusion ground, i.e., each member must, separately, submit the above documents (points a-d), including the submission of a deed for the incorporation of the association or of any other requirement if so requested by the Company.

This document must, explicitly, state the percentage held by each member, the specific part of the auctioned work that each member will perform, the member responsible for the coordination and management of all members of the association, any different percentage they may hold in the profits and losses of the auctioned contract, the common representative of the association, the fact that they will all be jointly and severally liable for the execution of the contract and that this liability will continue until full execution of the contract.

In case the tenderer is a legal entity the same formal statement is signed by: the administrator (where the legal entity is a general partnership, a limited partnership or a limited liability company), or the CEO and all Board members (executive and non-executive) (where the legal entity is a societe anonyme), or by the legal representative (in any other case).

If the tenderer falls under one of the established exclusion grounds, it must state the internal remedial measures taken and provide evidence to demonstrate that the measures taken are sufficient to prove its credibility.

## **10.8. Clarification/ Supplementary information and documents**

The Company may call the tenderers, in writing, to clarify or supplement the submitted documents within a reasonable deadline. Any completion or clarification provided by the tenderers, without having been requested, is ignored.

The Company may invite the tenderers, in writing, to clarify, within a reasonable time, the content of their technical or financial offer. Any clarification provided by the tenderers, without having been requested, is ignored.

The clarifications requested may not result in a substantial alteration of the offer and may not refer to an unfair competitive advantage in this offer compared to the others.

The invitation to supplement or to clarify certain documents or the proposal is mandatory for the Company, if a decision regarding the tenderer's exclusion due to ambiguity of the documents submitted is about to be made.

## **10.9. Time of occurrence of conditions for participation – Subsequent amendments**

The right to participate, as specified in the documents of the tender procedure, and the validity of the award documents are considered upon submission of the tender and of the award documents respectively.

If amendments are made in the terms for participation, which occur or for which the tenderer became aware after the submission of its tender and until the date of the written notice for the submission of the award documents, the preferred bidder must immediately notify the Company, no later than the day of the written notification for the submission of the award documents. Failure to duly and timely inform the Company about any subsequent amendments related to the preferred bidder, leads to the forfeiture of its participation bond in favour of the Company.

## **11. Award of Contract**

### **11.1. Award criterion**

The criterion for the award is the most advantageous offer. From the Company's perspective this is identified either a) exclusively on the basis of the price or cost, using (if deemed necessary) a cost-effectiveness approach (such as life-cycle costing), or b) the best price-quality ratio, which is assessed on the basis of criteria, including qualitative, environmental and/or social considerations, linked to the subject-matter of the contract in question or c) on the basis of the lowest price or cost, for those tenderers that have successfully assessed on the technical and/or qualitative criteria set in the tender documents and regardless of the percentage received by each tenderer during its technical evaluation.

The cost element may also take the form of a fixed price or cost on the basis of which economic operators compete on quality criteria only.

When the tender is awarded based on the best price-quality ratio, the most economically advantageous offer is the one with the higher summary of points derived from both technical and financial evaluation or

equivalently the higher ratio calculated as the derived points versus the maximum attainable points. When the tender is awarded based on the lowest price or cost for those tenderers that have successfully assessed (and regardless of the percentage received by each tenderer) on the technical and/or qualitative criteria set, the best offer is the one with the lowest price or cost.

The Company clearly sets out in the tender documents the exact method of calculation of the comparative bid price even using a mathematical formula.

## **11.2. Evaluation of technical offers**

The evaluation of technical offers is made either:

- a) by checking satisfaction of the requirements of technical specifications as set out in the contract documents, without the existence and scoring of individual criteria for the evaluation of the technical offer, or
- b) by establishing and scoring individual criteria for the evaluation of the technical offer in the contract documents.

All individual criteria are scored separately from 1 up to 10 in integral numbers. The scoring and ranking of the technical offers are made according to the following formula:

$$U = \sigma_1 * K_1 + \sigma_2 * K_2 + \sigma_3 * K_3 \dots + \sigma_v * K_v$$

where  $\sigma_v$  is the weighting factor of each  $K_v$  evaluation criterion, while the sum of the weighting factors  $\sigma_v$  is equal to the total weight set for the technical evaluation. That is, the weighted score of each criterion is the product of the individual weighting factor of the criterion on the average value obtained from the scores of the Evaluation committee, which is rounded to one decimal place. The total score of each technical offer is the sum of the weighted scores of all criteria. If the tender documents set a minimum threshold for an acceptable technical offer, the total score of the technical offer should be equal to or greater than this threshold. Otherwise, the technical offer is rejected as inadmissible. If the offer does not meet or is not in compliance with the technical specifications required by the contract notice, the technical offer is rejected as inadmissible.

## **11.3. Criteria for the evaluation of technical offers**

Criteria for evaluation of the optimal price - quality ratio (technical offer evaluation criteria) may be, by way of indication:

- a) quality, including technical merit, aesthetic and functional characteristics, accessibility, design for all users, social, environmental and innovative characteristics;
- b) organization, qualifications and experience of the staff assigned to performing the contract, if the quality of the staff may have a significant impact on the level of execution of the contract;
- c) after-sales service and technical support, delivery conditions, such as the delivery date, process and delivery deadline or time limit for completion;
- d) fulfilment of minimum technical standards/requirements;
- e) fulfilment of minimum information security requirements
- f) accuracy of perception by the tenderer of the purpose and requirements of the contract;

- g) successful identification of deficiencies in the implementation and development of appropriate solutions;
- h) analysis of the appropriateness and effectiveness of the proposed methodology;
- i) adequacy of the technical infrastructure with detailed description of all components;
- j) effective communication of the economic operator with the Company during the execution of the contract;
- k) completeness - adequacy of deliverable content (requirements - form).

Social characteristics that may constitute individual evaluation criteria may be:

- a) employment of workers belonging to vulnerable groups of the population (see Article 1, paragraph 4 of law 4019/2011) for at least twelve (12) months before the participation of the economic operator in tender procedure;
- b) facilitation of the integration in the workplace and in society of persons from vulnerable groups of the population;
- c) elimination of discrimination, workplace violence and harassment;
- d) promotion of gender equality.

The above criteria are considered to be associated with the subject-matter of the contract if they are linked to the works, goods or services to be delivered under the contract in relation to any aspect thereof in any of the stages of its life cycle, including the factors involved in:

- a) the specific production, distribution or marketing process of the works, goods or services; or
- b) the specific process in another stage of its life cycle, even if said factors are not part of the material aspect.

The technical offer evaluation criteria ensure the possibility of effective competition and are accompanied by a brief description allowing efficient verification of the information provided by the tenderers, in order to evaluate their degree of compliance with them. In case of doubt, the Company effectively verifies the accuracy of the information and proof provided by the tenderers. The scoring is fully and specifically reasoned, and makes reference, in particular, to the method of variation of the score from 1 to 10 points.

The Company clarifies in the tender documents the relevant weighting per each criterion chosen to determine the most economically advantageous offer, unless this is decided only on the basis of price / cost. Said weighting may be expressed by providing a certain range with an appropriate maximum spread. If no weighting is possible for objective reasons, the Company indicates the criteria in descending order of importance.

#### **11.4. Life cycle costing**

Life-cycle costing covers, to the extent relevant, parts or all the following costs over the life cycle of a product, service or works:

- a) costs incurred by the Company or other users, such as: costs relating to the acquisition, costs of use (such as consumption of energy and other resources), maintenance costs and end of life-cycle costs (such as collection and recycling costs);
- b) costs imputed to environmental externalities linked to the product, service or works during its life



cycle, provided their monetary value can be determined and verified; such costs may include the cost of emissions of greenhouse gases and of other pollutant emissions and other climate change mitigation costs.

Where the Company assesses the costs using a life-cycle costing approach, it indicates in the tender documents the data to be provided by the tenderers and the method which the Company uses to determine the life-cycle costs on the basis of those data.

The method used for the assessment of costs imputed to environmental externalities must fulfil all the following conditions:

- c) it is based on objectively verifiable and non-discriminatory criteria. In particular, where it has not been established for repeated or continuous application, it does not unduly favour or disadvantage certain economic operators;
- d) it is accessible to all interested parties;
- e) the data required can be provided with reasonable effort by normally diligent economic operators, including economic operators from third country parties of the Government Procurement Agreement (GPA) or other international agreements by which the European Union is bound.

Whenever a common method for the calculation of life-cycle costs has been made mandatory by a legislative act of the Union (e.g. Directive 2009/33 on the promotion of clean and energy efficient road transport vehicles), that common method is applied for the assessment of life-cycle costs.

### **11.5. Abnormally low offers**

If the Company considers offers to be abnormally low, it requires tenderers to explain, within an exclusive deadline of ten (10) days upon communication of such request, the price or costs proposed in the offer. Explanations may, in particular, relate to:

- a) the economics of the manufacturing process, of the services provided or of the construction method;
- b) the technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- c) the originality of the work, supplies or services proposed by the tenderer;
- d) compliance with obligations arising out of the applicable provisions of international conventions on environmental, social security and labour issues;
- e) compliance with any subcontracting obligations.

The Company assesses the information provided by consulting the tenderers. It may only reject the offer where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

### **11.6. Offers comprising products originating in third countries**

The Company may reject an offer in which the proportion of products originating in third countries exceeds 50% of the total value of the supply of products. The term third countries include countries with which the EU has not concluded, multilaterally or bilaterally, an agreement ensuring comparable and effective access for EU companies to their markets, while the concept of origin is defined in Regulation (EC) 952/2013.

Among two or more equivalent offers, the Company will decide at its sole discretion the preferable offer. The prices of these offers are considered equivalent even with a price difference of up to 3%. The Company does not, however, prefer an offer over another, where such acceptance would oblige the Company to acquire equipment having technical characteristics different from those of the existing equipment, which would result in incompatibility or technical difficulties in operation and maintenance or in disproportionate costs.

## **12. Award process**

### **12.1. Structure of proposals – General rules**

If the Company does not follow the electronic submission of offers through an electronic platform, it follows the methodology of sealed envelopes for an amount of the contract budget exceeding €20,000. In this case the offers are placed in a single sealed envelope, which includes three separate, sealed envelopes (or two, in case where the supporting documents required for participation stage are not foreseen). The first envelope contains the supporting documents required for participation, the second envelope contains the technical offer and the third envelope contains the financial offer. Each envelope is clearly marked with the title of the folder, the data of the tenderer, the title and the eventual number of this notice of contract.

It is considered certain that, upon submitting the offer, the tenderer is fully aware of every aspect of local contract performance conditions and has studied all elements of the notice of contract.

The Company accepts offers, which comply with all terms, conditions and specifications of the tender documents. Offers that deviate from the tender documents are rejected. Offers that are vague, or impossible to evaluate, or contain terms contrary to the tender documents, or conditions are characterized as inadmissible are rejected. Counteroffers, or amendments of an offer, or proposals equivalent to variants are inadmissible and are rejected, unless expressly permitted in the tender documents.

An association of legal entities submits a joint offer, signed, mandatorily, either by all the representatives of the association or by their specifically authorized representative

### **12.2. Technical offer dossier**

The technical offer dossier contains all documents proving the tenderer's technical capabilities. The type of documentation required depends on the technical offer evaluation criteria referred to in the tender documents, in particular, compliance tables, technical report, proposal for a methodology, proposed timetable, organisational structure and report on duties and task allocation, structure - organisation – consistency of the project team (if not used as a qualitative selection criterion). If the technical details of the offer cannot, due to volume, be placed in the main dossier, they will be packaged separately and follow the main dossier with the same labelling, if the electronic platform for submission of offers (eSourcing) is not used. The acceptable way of submitting the technical offer dossier is specified in the tender documents.

### **12.3. Financial offer dossier**

The financial offer dossier contains the financial offer of the tenderer in accordance with the model contained in the tender documents. Prices are in Euros (€), net of VAT, and are included in words and in figures. The price in Euros (€) can be up to two decimal places, if used in intermediate calculations. Offers that do not include the price in Euros (€) or which the ratio of Euros (€) to a foreign currency is depicted, are inadmissible. The prices on the offers are not subject to change throughout the validity period of the said offers. In case where an offer extension is requested, tenderers -following their acknowledgement to said extension- are not eligible to submit or modify the prices.

#### **12.4. Time for offer submission**

Offers are submitted to the Company within the exclusive time-limit specified in the tender documents. The Company assumes no responsibility for any delay, for any reason, in the arrival of the offers. Offers that are either submitted after the specified date or did not timely reach the Company's premises will remain unopened and will be returned to the tenderers.

In case of an extension of time for submission of offers, offers already submitted remain valid, unless the relevant tenderers withdraw them or replace them with other ones within the new deadlines.

The Company may extend the deadline for submission of offers, provided there are reasonable grounds to suggest this. The period of extension of the offer deadline is determined by the subject-matter of the contract and the seriousness of the amendments to the terms of the notice.

#### **12.5. Way of submission of offers**

Where offers are not submitted electronically through the electronic platform for submission of offers (eSourcing), all offers are signed at the end by the tenderer or its representative. The association of legal entities submits a joint offer, which must, mandatorily, be signed by all members of the association or their duly authorized representative. Such offer must include the allocation of the physical roles and financial share of the contract among the members of the association, as well as its representative / administrator.

#### **12.6. Offer validity period**

The offer validity period is set out by the Company in the tender documents. It is advisable not to exceed twelve (12) months from the day following the final date for receipt of offers. Any offer that specifies a validity period shorter than the one provided for in the tender documents is rejected as inadmissible.

The offer validity period may be extended, if so requested by the Company, prior to its expiry. The validity period of the offers submitted and not withdrawn by tenderers is *ipso jure* extended by the same period. After expiry of the above maximum extension of the offer validity period, the results of the tender will, mandatorily, be cancelled unless the Company reasonably considers that the continuation of the tender serves its interests. In this case, the tenderers may choose to either extend their offer, if so requested prior to the lapse of the above maximum time limit, or not. In the latter case, the tender process continues with those who extended their offers, while the other economic operators are excluded.

The announcement of the award of the tender to the preferred bidder/contractor can be made even after the expiry of the validity of its offer, however, such offer binds it only in case of acceptance. The tenderer has no right to withdraw its offer or part thereof after the opening. If the offer or any part thereof is withdrawn, the tenderer is declared disqualified.

#### **12.7. Procedure for opening offers**

After opening the main offer dossier, the Procurement Department (PRC together with the Legal Department (LGL) open the supporting documents required for the participation dossier and verify the correctness and completeness of the supporting documents required for the participation. They record the results in a set of minutes (1<sup>st</sup> set of minutes). Thereafter, the Evaluation Committee evaluates as per the

qualitative criteria and submits to the Procurement Department a justified scoring of the offers that were admitted and of those rejected. The offers that do not meet the qualitative criteria are rejected.

The Procurement Department in cooperation with the Legal Department opens the technical offers that have been timely submitted, while the results of such opening are recorded in a set of minutes (2<sup>nd</sup> set of minutes) signed by the Procurement Department and the Legal Department. Thereafter, the Evaluation Committee evaluates the technical offers and submits to the Procurement Department a justified scoring of the technical offers that were admitted and of those rejected. The technical offers that do not meet the terms of the tender documents are rejected.

After completion of the technical evaluation, the sealed envelopes containing the financial offers -of those offers that were admissible – are opened by the Procurement Department together with the Legal Department, which then initials and stamps them. The total prices of the offers are recorded in a set of minutes (3<sup>rd</sup> set of minutes), signed by the members of the Procurement Department and the Legal Department.

The financial offers are evaluated by the Procurement Department and, depending on the budgeted value of the tender, the recommendation for the nomination of the preferred bidder is sent to the competent decision-making body of the Company, in order for the latter to issue the decision.

During the evaluation of the financial offers and irrespective of the award procedure, the Company may negotiate the improvement of the financial offer with the Tenderer who, upon conclusion of the technical and financial evaluations is considered as the preferred bidder.

The Company also reserves the right to negotiate the improvement of the financial offer with the preferred bidder plus any number of Tenderers, selected in order of the overall evaluation ranking, who have an overall score deviating less than or equal to 5% from the Tenderer considered as the preferred bidder. The aforementioned right may also apply in cases where the technical evaluation is on GO / NO-GO basis, and the preferred bidder's financial offer, differs from that of the other tenderer(s) by less than or equal to 5%.

If an electronic tender system is in place, envelopes are opened electronically.

## **12.8. Stages of opening of offers**

The separate evaluation stages are set out in the tender documents.

It is possible to unify the stage of opening the supporting documents required for the participation with the stage of opening and evaluating the technical offer.

It is possible to omit the submission of the technical offer dossier, when the award criterion for the contract is based solely on price and such omission is expressly provided for in the tender documents.

It is possible to open the financial offers (in the case where no award criteria are in place) before verifying the non-existence of exclusion grounds and the fulfilment of the qualitative selection criteria or the technical evaluation. In this case, only the lowest bidder is technically evaluated and the Company ensures that the verification of the non-existence of exclusion grounds and the fulfilment of the qualitative selection criteria and technical evaluation is carried out impartially and transparently, so as not to award the contract to a

tenderer who should have been disqualified or who does not meet the qualitative selection criteria. Should the lowest bidder be technically rejected the process is repeated with the second lowest bidder and so forth.

## **12.9. Nomination of preferred bidder**

The decision for the nomination of a preferred bidder is communicated to all tenderers, in order for them to raise any eventual objection within ten (10) days upon such written communication.

The Company informs, at the same time, in writing the preferred bidder to submit in a sealed envelope and within the time limit specified in the tender documents (within 10-20 days upon the communication of the written notice) the original or legal copies (Article 1 of law 4250 / 2014) of the award documentation. The verification of the award documentation is made by the Procurement Department together with the Legal Department, and is completed with the review and approval of the Legal Department, and, the final award of the contract, or the declaration of the preferred bidder as disqualified or the cancellation of the tender is decided.

If, the award documentation is not submitted in time, or in case of omissions in said documentation, the preferred bidder is allowed to submit or complete it within five (5) days upon communication of the written notice. The Company may extend this time limit for up to fifteen (15) days, at the most, in case this is adequately justified.

If, during the verification of the award documentation, it is found that the information stated in the affidavit is false or inaccurate, the preferred bidder is declared disqualified and its participation bond is forfeited in favour of the Company. The contract is awarded to the tenderer who submitted the next most economically advantageous offer. If none of the tenderers has complied with the above requirements, the tender is cancelled.

After the deadline for objections lapses with no objection raised, or completion of the objections procedure, the decision for the final award is notified to the preferred bidder, who has to sign within the period specified and/or notified by the Company and submit the performance bond and/or other necessary documents (e.g. insurance policy) as the case may be. In case of an objection where significant time for resolution occurs, the preferred bidder is invited to submit an update of any award documentation that is no longer in force.

If the preferred bidder fails to appear for the signing of the contract, it is declared disqualified and its participation bond is forfeited in favour of the Company. Then the contract is awarded to the tenderer who submitted the next most economically advantageous offer. If none of the tenderers proceeds to the signing of the contract, the award procedure is cancelled.

The preferred bidder is not declared disqualified from the award or the contract where the failure to sign the contract or the non-fulfilment of its contractual obligations is due to the Company's default or to events of force majeure, the proving of which is borne exclusively by the preferred bidder.

## **12.10. Award of contract**

The contractor selection process is completed with the decision of the competent body of the Company for the award of the contract. The award decision obligatorily makes reference to the deadline for the suspension of the conclusion of the contract.

It is possible to award the contract for the entire, greater or lesser amount, for a percentage as specified in the tender documents.

## **12.11. Contract initiation**

The contract is drawn up on the basis of the draft contract which forms an integral part of the tender documents and is completed with the details of the contractor's offer. The text of the contract supersedes any other text on which it is based, such as the offer, the contract notice and the award decision, with the exception of manifest fault or error.

In case it is suspected that until the date of signing of the contract, the validity of the offer will expire, the contractor is obliged to timely extend the validity of its offer.

## **12.12. Cancellation of the award process**

The Company may decide the cancellation of the award procedure by virtue of a specifically reasoned decision. The reasons for such cancellation may include, by way of indication:

- i. unlawful conduct of the award procedure, where as a result of an irregularity, either there was not effective competition, or the outcome was affected;
- ii. barren award process due to non-submission of offer, or rejection of all offers, or exclusion of all tenderers or participants;
- iii. material changes in the financial or technical aspects of the tender;
- iv. force majeure rendering impossible the normal performance of the contract;
- v. exceeding of the time of validity of offers;
- vi. decision that the offer is not advantageous;
- vii. change of the Company's needs.

If the reason for cancellation concerns only part of the contract, the Company may cancel the tender for this part, if it is allowed to submit offers for specific lots.

If errors or omissions are detected at any stage of the award process, the Company may cancel the process in part or adjust its result or decide to repeat it from the point where the error or omission was detected, or resort to the negotiated procedure with or without prior notice, provided that the relevant conditions for the appeal are fulfilled.

In any case, the Company is not obliged to pay any compensation to tenderers or candidates for expenses or other incidental or consequential damages suffered from any participation in the award process.

## **12.13. Elements of the contracts**

All information regarding the contents of the tender dossiers and the contracts of the Company are considered confidential and are disclosed only if so permitted by law and jurisdiction and upon request of

a party having a legitimate interest therein. The retention period of contract data is specified for a period of five (5) years from the conclusion of the contract in accordance with the corporate Policy for Documents & Data Retention (DRP).

**12.14. Raising of objections**

Any person who has had or has an interest in being awarded the contract and has suffered or may suffer damage from an act or omission of the Company in violation of this Policy, has the right to raise an objection. The objection must be raised within ten (10) calendar days upon notification to the claimant of the alleged unlawful act or omission of the Company. Such objection is submitted in writing to the Procurement Department and is examined by the Objections Committee. Thereafter, the objection raised and the derived outcome is communicated to Company’s Senior Management.



## **13. Performance of Contracts**

### **13.1. Terms for the performance of contracts**

The contractor performs the contract in accordance with the terms set forth therein and is responsible for observing and complying with the applicable legislation. More specifically:

The Company requires contractors in the performance of the contract to comply with all financial, environmental, enterprise architecture and information security services and data privacy, social and labour law obligations laid down by EU law, national law, collective agreements or international provisions of environmental, social and labour law. Furthermore, the Company may impose terms related to international guidelines / best practices for quality, health and safety, environmental, social or other sustainability-related matters. The terms of this paragraph are included in the tender documents.

The Company may impose other special terms relating to the performance of the contract, provided that they are associated with the subject-matter of the contract and are included in the tender documents. Such terms may include economic, environmental, social parameters or parameters concerning innovation and employment. Social considerations concern in particular: a) employment of people belonging to vulnerable groups of the population (Article 1, paragraph 4 of law 4019/2011), b) facilitation of the integration in the workplace and in society of persons from vulnerable groups of the population, c) elimination of discrimination, workplace violence and harassment, d) promoting gender equality and e) other areas of potential human rights impacts (in implementation of the United Nations' Guiding Principles on Business and Human Rights).

The Company may impose contract performance management criteria and methods in order to quantify, measure and evaluate contractor performance versus required service level and link to compliance clauses, aiming at maximising related operational performance. Under such contract performance management terms, the Company reserves the right to perform audits with authorised employees on a scheduled or non-regular basis and upon necessity to issue requests for corrective actions to the contractor.

The performance of each contract is monitored and controlled by the competent bodies of the Company. This monitoring does not negate or reduce the contractor's liability.

### **13.2. Subcontract**

The Company may, in the tender documents, allow subcontracting. In this case, the Company requests the tenderer to indicate in the offer the part of the contract the latter intends to subcontract to third parties, as well as the proposed subcontractors. In this case, the contractor retains in full its liability towards the Company for performance of the contract as a whole. During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Company. However, the Company reserves the right to refuse approval of any proposed subcontractor in accordance with the relevant provisions of the Contract.

The Company may, in the tender documents, provide that, at the request of the subcontractor and where permitted by the nature of the contract, the subcontractor is paid directly the fee due for the execution of a supply, service or work. The contract documents determine the specific measures or mechanisms that

allow the contractor to object to undue payments and the arrangements for this payment. In this case, the contractor retains in full its liability.

To avoid defaulting under applicable provisions of international conventions on environmental, social security and labour issues, the Company may verify the non-fulfilment of exclusion grounds in the subcontractor. In this case: a) it requires the economic operator to replace a subcontractor when the verification finds mandatory exclusion grounds, b) it may require the economic operator to replace a subcontractor if the verification shows that there are potential exclusion grounds.

Notwithstanding the preceding paragraph and if the part of the contract subcontracted exceeds 30% of the total value of the contract, the Company a) verify the existence of exclusion grounds for the subcontractors, and b) mandatorily requires the economic operator to replace a subcontractor if the above verification shows that there are exclusion grounds.

In case the exclusion grounds for contractors are verified, the information required is accompanied by formal statements. However, when subcontractors are presented, after the award of contract, they submit certificates and other relevant documents instead of the formal statements.

### **13.3. Amendment of contracts**

Contracts and framework agreements may be amended without a new tender procedure in any of the following cases and provided that the internal approval processes of the Company have been met:

a) Provision for amendment

When, regardless of the monetary value, amendments are provided for in clear, precise and unequivocal review clauses of the initial tender documents, which may include price review clauses or options. These clauses state the purpose and nature of eventual amendments or options, as well as the terms under which they may be activated. They do not provide for amendments or options that may alter the overall nature of the contract or the framework agreement.

b) Complementary agreements

In case of complementary works (up to 15% of the value of the initial contract), services or goods supplied by the initial contractor (up to 10% of the value of the initial contract), which became necessary and were not included in the initial tender procedure; in these cases the following conditions must be fulfilled cumulatively: i) the need for amendment occurred due to unpredictable circumstances which could not be foreseen by a diligent average person; ii) the amendment does not alter the overall nature of the contract; iii) the change of contractor cannot be made for economic or technical reasons (particularly interchangeability requirements or interoperability with existing equipment, services or facilities provided in the initial contract) and will create significant problems or substantial increase of costs for the Company.

Only in exceptional cases the above rates may be exceeded, but in those cases, however, price increase should not exceed 30% of the value of the original contract, unless it refers to projects with value above €400k and following prior approval of the Company's Board of Directors.

In case of successive amendments, these rates refer to the cumulative value of all amendments.

c) Permitted substitution

When a new contractor replaces the one to whom the contract was initially awarded by the Company, as a result of either

- i) unequivocal review clause or option, or
- ii) succession, in whole or in part, of the initial contractor, due to corporate restructuring, including the acquisition, absorption, merger or insolvency situations, particularly in pre- bankruptcy or bankruptcy proceedings by another economic operator that fulfils the qualitative selection criteria that were initially established, on the condition that such succession does not entail other substantial amendments to the contract and is not made with the aim of avoiding the application hereof, or
- iii) the Company itself assuming the obligations of the main contractor towards his subcontractors.

d) Non-substantial amendments

When amendments, regardless of their value, are not substantial. The amendment of a contract during its implementation is considered substantial when it fulfils one or more of the following conditions:

- i) introduces terms which, had they been part of the initial tender procedure, would have allowed the participation of other candidates from those initially selected or the acceptance of another offer than the one initially selected or would have attracted other participants to the tender procedure;
- ii) changes the economic balance of the contract or framework agreement in favour of the contractor in a manner not foreseen in the initial contract or framework agreement;
- iii) significantly extends the subject-matter of the contract or framework agreement;
- iv) the new contractor replaces that to which the Company had initially awarded the contract in cases other than those of legal substitution.

When the contract includes an indexation clause, the reference price is the adjusted price.

For amendments to the contract other than those provided hereinabove a new tender procedure is required. An amendment of contracts without increase in value may occur with the use of contingencies.

#### **13.4. Right to unilaterally terminate a contract**

The Company may terminate a contract during its performance period, at least in the following circumstances: a) the contract has been unlawfully substantively amended, b) the contractor, at the time of the award, was in situation that constitutes ground for exclusion; c) there is a compliance breach or non-performance or incorrect performance of the contractor's obligations.

#### **13.5. Law**

The concluded contracts are governed by and construed in accordance with the laws of the Hellenic Republic.

## **13.6. Escalation of Settlement of Disputes - Jurisdiction**

Every effort will be made so that any controversy or claim calling hereinafter "Dispute" arising out of between the Company and a contractor (the "Parties") or in connection with the contract will be resolved in an amicable manner.

If such a resolution proves not to be possible within ten (10) days from the day the dispute has been notified in writing to the Company and such dispute remains unresolved, then the said dispute is referred to the Senior Management settlement discussions.

If the Parties reach agreement on the resolution of the dispute, such contract is set out in writing and, once it is signed by their duly authorised representatives, is binding on the Parties.

In the event that a Dispute remains unresolved within five (5) days from the day the Dispute has been referred to the Senior Management in writing and despite good faith efforts of the Parties, the Parties are obliged to submit the Dispute to Mediation.

Should the Company decides to extent the resolution process time, this will be communicated to the other party(ies) in writing. In any case, the resolution time will not exceed the forty (45) days from the day the dispute has been notified in writing.

The Mediation shall be conducted in Greek, unless the Contracting Parties agree mutually otherwise in writing.

The Mediation shall be conducted by and in accordance with the Greek Law (including Law 4640/2019 as well as the Mediation Rules of the EODID Athens Mediation and Arbitration Organization («EODID»)) at EODID premises in Athens Greece (tel. +30 210 3678910), Nomiki Vivliothiki, Mavromixali street 23. The Mediator shall be agreed by the Parties and if the Parties cannot agree on a Mediator, he/she shall be appointed by the aforementioned EODID. If the Parties reach an agreement on the resolution of the Dispute or if such a resolution is not possible, Mediation Minutes of Meeting shall be set out in writing in accordance with the provisions of Law 4640/2019. The fees and expenses of the Mediator shall be borne equally by the Parties.

In case of a non-resolution of the Dispute each of the Parties has the right to submit the Dispute to the Courts of Athens for its resolution and settle any Dispute in accordance with the laws of the Hellenic Republic. In some cases as per the Board of Directors' decision, following Management proposal and notwithstanding the foregoing, the Dispute may be subject to arbitration conducted in Athens and in accordance with the laws of the Hellenic Republic and the Arbitration Rules of the EODID Athens Mediation and Arbitration Organization .

## **14. Transitional and Final Provisions**

### **14.1. Entry into force of Policy – Transitional provisions – Revision of Policy**

The provisions of this Policy come into force on November 1<sup>st</sup> 2022, following approval by the Company's Board of Directors. Any tenders of the Company initiated before the entry into force of this Policy continue

and are completed in accordance with the rules applicable at the time of initiation. This Policy shall be amended only by resolution of the Company's Board of Directors.

