1 **CONTRACTING ENTITY**

<table>
<thead>
<tr>
<th>1.1</th>
<th>Official name:</th>
<th>Athens International Airport S.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Postal address:</td>
<td>Administration Building (17)/ Procurement Department 190 19, Spata, Greece.</td>
</tr>
<tr>
<td>1.3</td>
<td>Contact point:</td>
<td>Mr. S. Lountzis, Manager Procurement</td>
</tr>
<tr>
<td></td>
<td>Telephone:</td>
<td>+30 210 35 36 490</td>
</tr>
<tr>
<td></td>
<td>E-mail:</td>
<td><a href="mailto:Tenders@aia.gr">Tenders@aia.gr</a></td>
</tr>
</tbody>
</table>

2 **OBJECT OF THE CONTRACT**

<table>
<thead>
<tr>
<th>2.1</th>
<th>Title:</th>
<th>Provision of Architectural Concept Design and Technical Scope Document related to the 33 and 40MAP phases of the Master Plan.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td>Type of contract:</td>
<td>Services</td>
</tr>
<tr>
<td>2.3</td>
<td>Description:</td>
<td>Athens International Airport S.A. (hereinafter called “AIA”) in compliance with the Airport Development Agreement (ADA) as ratified by Law 2338/1995 (Government Gazette A'202/14.09.95), and further amended and ratified by virtue of Law 4594/2019 (Government Gazette A’29/19.2.2019), is initiating a Tender by inviting Expressions of Interest (EoI) from suitably qualified and experienced organizations, in order to award the “Provision of Architectural Concept Design and Technical Scope Document (Outline Design and related Technical Specification and high level details) related to the 33MAP and 40MAP phases of the Master Plan” covering all engineering disciplines and specialization to enable the development of ATH Athens International Airport (ATH) Expansion Plan.</td>
</tr>
</tbody>
</table>

The expansion needs of the Airport, are evaluated, and triggered based on the contractual provisions and obligations of the Airport Development Agreement (ADA) signed between Athens International Airport S.A (AIA), and the Greek state (https://www.aia.gr/company-and-business/the-company/the-airport-company/). AIA is seeking to select a Design Office (DO), called hereinafter the Applicant, of high professionalism with an excellent track record of successfully completed projects of similar scope and complexity composed by a coalition of competent designers to enable them to perform the contract in accordance with the contractual provisions. If more than one (1) entities form such coalition the said coalition should be a consortium/ joint venture that will be led by a Lead Architect (a member of the DO) with international aviation experience, who will develop designs of superior quality for the Airport Expansion Plan, which is related to 33MAP and 40MAP of the Master Plan (Appendix I), providing a unified architectural language and an enhanced customer experience. It must be noted that it is obligatory to attain the Airport Expansion Plan Summary document, and as such, a Confidentiality Undertaking (Appendix IV) needs to be signed and returned to AIA, prior to its release. Every shortlisted DO will develop an Architectural Concept Design. The awarded DO will develop the Technical Scope Document (Outline Design, technical specification, and high-level details) to enable the development of Athens International Airport (ATH) Expansion Plan related to 33MAP and 40MAP making sure that all the technical specialties and expertise are available and taking into consideration the future development plan related to 50MAP, ensuring at the same time that each phase will be stand-alone functional, allowing the expansion with the minimum indispensable
abortive works to execute the next phases. The Architectural Concept Design and the Technical Scope Document will be developed taking also into consideration all the available information (e.g., AIA Expansion Plan which provides an overview of the Master Plan phases, As-Built Drawings, other available designs especially those related to the Multistorey Parking (MSP) and to the North West Apron (NWA) that are in more advanced levels etc.). These documents will be provided during the RfP phase.

The Lead Architect will be the contact entity between AIA and the DO and will be responsible for submitting the Applicant’s proposal to AIA, and subsequently collecting the necessary documents and uploading them in the Virtual Data Room (VDR), as per details mentioned in 6.2 herein.

To undertake the above, an International Tender is launched for the selection of the DO, via a two-phase selection process. The first phase (namely EoI phase) is initiated via the release of this Contract Notice, identifying the pre-requisite documentation to be submitted, the relevant pre-qualification criteria and the scope of service as described above.

The shortlisted DOs of this EoI phase, will proceed to the second phase, namely the Request for Proposal (RfP) phase, where further information regarding the Project, the award criteria and the relevant documentation will be dispatched by AIA. During the RfP phase the shortlisted DOs will be requested to:

a) Propose an Architectural Concept Design for the 33MAP and 40MAP phases, considering the existing facilities and all the developments until 50MAP phase of the approved Master Plan, ensuring that phase 33MAP as well as 40MAP are aesthetically and operationally complete and functional in a standalone manner and that the possible future expansion from the 33 phase to the 40 MAP should be executed with the minimum indispensable abortive works, and

b) Submit their technical and financial proposals related to the development of the Technical Scope Document.

DOs will have three (3) months to develop their proposals related to the Architectural Concept Design within the RfP Phase.

All participants in the RfP phase will receive an honorarium provided they submit a bona fide submission and tender. The high ranked proposals will receive an additional premium amount. All amounts will be communicated by AIA in the RfP documentation.

AIA will select the best proposal based on the established award criteria (which will be provided with the RfP documentation), and may negotiate, if necessary, so as to finalize the terms, and award the contract.

Submission of an expression of interest implies full acknowledgement and acceptance of the terms and conditions set out in this request for Expression of Interest and, where appropriate, the waiver of the Applicant’s own general or specific terms and conditions.

AIA reserves the right to seek additional detail from an Applicant to clarify any part of an Applicant’s submission.

Greek law shall apply to the contract resulting from this Expression of Interest and shall govern this Tender.
This request for expression of interest is in no way binding on AI A, and AI A reserves the right not to proceed with the contract at any stage of the Tender process without the DOs being entitled to claim any financial compensation, as further shall be defined in the RfP.

| 2.4 | Outline Design | The Outline Design Drawings shall be presented in a manner that enables the general design of the Airport and all relevant buildings to be appreciated in relation to profile, appearance, internal and external finishes, function, safety, and the environment, and shall include all required technical elements such as:
|     |               | • description of the proposed use of the relevant aspect or building
|     |               | • siting of the building or other structure
|     |               | • external design and appearance
|     |               | • description of structural form to be adopted.
|     |               | • basic materials
|     |               | • proposals for building services design, including heating, ventilation, and lighting.
|     |               | • access and reprovisioning arrangements
|     |               | • vertical and horizontal transport systems of people, baggage and otherwise
|     |               | • catering and other recreational facilities
|     |               | • maintenance considerations
|     |               | • environmental considerations
|     |               | • aesthetic considerations.
|     |               | • Etc.

| 2.5 | Lots: | This contract is not divided into lots
| 2.6 | Information about options: | None
| 2.7 | Contract term (estimated): | Starting date: upon signing the Contract with the DO, estimated third quarter (Q3) 2024 – and the completion and approval by the HCAA of the Technical Scope Document
| 2.8 | Renewals: | Not applicable
<table>
<thead>
<tr>
<th></th>
<th>LEGAL, ECONOMIC AND FINANCING INFORMATION</th>
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<tbody>
<tr>
<td>3.1</td>
<td>Deposits and guarantees:</td>
</tr>
<tr>
<td>3.2</td>
<td>Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:</td>
</tr>
<tr>
<td>3.3</td>
<td>Legal form to be taken by the DOs participating in the Tender:</td>
</tr>
<tr>
<td>3.4</td>
<td>Other particular conditions:</td>
</tr>
<tr>
<td>4</td>
<td>CONDITIONS FOR PARTICIPATION</td>
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<tr>
<td>---</td>
<td>--------------------------------</td>
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<tr>
<td>4.1</td>
<td>Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:</td>
</tr>
</tbody>
</table>

Each Lead Architect is not allowed to participate in the Tender more than once either individually, or in parallel through an affiliate or subsidiary company, or in parallel as a member of more consortia than one. All other designers are allowed to be proposed in more than one DO.

Under no circumstances the structure of the consortium/joint venture, as well as the terms of the relevant lawfully conducted binding agreement of the consortium/joint venture that is proposed in the EoI phase shall be modified and shall remain unchanged throughout the whole Tender process and in the event, they are selected as the preferred bidder.

Documents required under this section should be submitted by all Applicants (In case of consortium/joint venture, these documents shall be submitted separately by each member of the consortium/joint venture).

1. In case that the Applicant is connected with any of the shareholders of AIA, or with any person connected or controlled by AIA, as defined and within the meaning of the Airport Development Agreement (ADA, Article 20.3 attached herein in Appendix II), it should be clearly stated in its submitted documents.

2. In the case that the Applicant is a single legal entity, then, extract decision from the Board of Directors or the General Assembly or of any other duly decisive company body proving their consent to participate in the specific Tender is required, together with an authorization of the person(s) entitled to represent the Applicant, sign and submit an offer, in case such person(s) is/ are not the legal representative(s).

3. In case that an Applicant participates to this Tender as a consortium/joint venture, must submit a consortium/joint venture lawfully conducted binding agreement that shall specify the following:

   i. the names of the members, the extent of responsibility (percentage of participation) of each member of the consortium/joint venture, and the corporate relationship between the members of the said consortium/joint venture,
   
   ii. the specific part and role that each member shall perform,
   
   iii. the appointment of a leader member (Lead Architect) of the consortium/joint venture, who shall act as coordinator and authorized representative of the consortium/joint venture,

   iv. the name(s) of the person(s) entitled to sign and act on behalf of the consortium/joint venture by virtue of a power of attorney,

   v. statement by the consortium/joint venture members that they will be jointly and severally responsible for the tender submission and during the performance of the contract, as further shall be defined in the RfP.

4. In case that an Applicant participating in this Tender, relies, for this purpose, on the capacity of other entities relating to the economic or financial capacity of the Applicant or their technical and professional ability, irrespective of the legal nature of the link between the Applicant and such entities, must adequately evidence to AIA that all necessary resources shall be available from the said entities to the Applicant, in order for the latter to fully comply with the requirements of the Tender.
5. With regard to criteria relating to the professional qualifications of the Applicant or its executives or the related professional experience, the Applicant may rely on the capacities of other entities, only if the latter performs the works or services for which the specific skills are required.

For Applicants that rely on third parties, it is imperative to also submit the following:

i. Lawfully concluded agreement between the Applicant and the entity, that shall provide to the Applicant all necessary resources of whatever form (e.g. financial, technical etc.), by virtue of which the two parties shall commonly agree on the means and resources that shall be made available by the entity to the Applicant for the whole term of the Agreement including thereof any extensions, and further specifying in detail, not only the means and the resources that shall be made available to the Applicant, but also the method and the manner that the said means and resources shall be made available. It must also be stated within this agreement, that the entity providing all necessary resources of whatever form (e.g. financial, technical etc.) shall:

- make the relevant resources available to the Applicant for the whole term of the Agreement, including any extensions, as those provided in the Tender Documents that will be provided with the RfP, where such reliance is regarding the professional qualifications or experience of the third party,
- not retain any right demand or claim whatsoever and of any kind for compensation or indemnification from AIA,

6. Certificate of enrolment with the professional or trade register under the conditions laid down by the laws of the country in which the Applicant is established.

7. The identification form as attached in this Contract Notice herein.

8. Valid certificates issued by the competent authorities in the country in which the Applicant is established, or a solemn declaration duly signed by the legal representative of the Applicant, in case that such documents are not issued by competent judicial or administrative authorities in the country under which they are registered, proving that:

a) the undersigned is the legal representative of the Applicant,

b) the Applicant has fulfilled its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established,

c) the Applicant is not in and has not had commenced against it any procedure seeking to place it in bankruptcy, liquidation, suspension of operations, clean start up procedure under Article 99 of L3588/2007 (or voluntary arrangement), obligatory administration, receivership, or any other analogous situation arising from a similar procedure in accordance with the legal provisions of the country in which it is established, and
d) the person(s) that legally bind(s) the Applicant has/ have not been convicted in the last decade, as of the date of issuance of the Tender documents, for illegal trade, human trafficking, murder, fraud, robbery, forgery, theft, breach of provisions, which concern the customs and preservation of national currency legislation, as well as for attempting the abovementioned crimes.

9. The Statement of management control as attached in this Contract Notice herein.

10. Applicants shall abide by the conditions set out under Appendix III herein concerning the processing of personal data during the EoI process by signing the Declaration for GDPR as attached in this contract notice (Declaration of acceptance of the provisions of Law 4624/2019 and EU regulation 2016/679).

### 4.2 Financial ability and standing:

Every member of the Design Office (DO) is required to provide audited financial statements for 2020, 2021 and 2022 (i.e., Balance Sheet, Income Statement, Cashflow Statement), the notes of the financial statements and the chartered auditor’s report, together with bank references in the form of letters issued by their bank.

In case a member of the DO relies on a third-party reliance company, such third-party company must also provide the aforementioned financial statements and bank references.

The financial ability of the Lead Architect will be evaluated, based on the average turnover derived from the previous three (3) fiscal years i.e., 2020, 2021 and 2022 turnovers. In order for the Lead Architect to pass this criterion, a minimum annual average turnover of 15m €, calculated by the turnover outcome of the previous three (3) fiscal years should be attained.

The financial standing of every member of the DO, will be evaluated based on the previous three (3) fiscal years i.e., 2020, 2021, 2022, audited financial statements.

The same conditions will apply in case of consortium/ Joint venture and/or any third-party reliance company.

(evaluated on a Pass/Fail basis)

AIA reserves the right to request and receive, by lawfully operating specialized service providers, correct and up-to-date information about the credit and generally financial situation of the respective member of the DO, both at pre and post contractual phases, in its legitimate interest to ensure commercial loyalty, reliability and security of transactions.

Members of the DO are hereby informed that the processing of any personal data, is subject to the provisions of personal data protection legislation in force. Further information may be obtained under the link: https://www.aia.gr/company-and-business/business/privacy-notice-business-partners, being an integral part of the Tender Documents.

### 4.3 Insurance capacity:

Every member of the DO should provide Insurance certificate(s) signed by their Insurer(s) and/or their Broker(s) confirming the existence of the insurance policies, which the members of the DO currently have in place as regards to the following lines of Insurances:

- Third Party Liability (including Airside Liability only if the member of the DO will have physical presence in Airside) Insurance,
- Employer’s Liability Insurance,
| 4.4 | Lead Architect’s minimum previous experience: | The Lead Architect must have had or is having a key role in at least two (2) projects of airport expansion, each of them including a terminal building (new and/or expansion) of at least 80,000 m², which have been or are being developed from 2010 onwards.  

In order for the aforementioned experience to be evidenced, the Lead Architect must submit, for each of the two (2) projects, letters of attestation from the clients, indicating the following:

a. title and description of the project.
b. form of participation and description of the key role undertaken, together with the list of the other designers involved in the said project.
c. value of the assigned contract to the Lead Architect.
d. actual or projected construction cost of the project (if available).
e. size (in sqm) of the terminal building.
f. period of Lead Architects’ contract assignment and its completion, if not on-going.
g. period of the construction phase, if applicable.
h. list of the deliverables and services (e.g., Preliminary, Outline, Detailed design, supervision etc.).
i. a statement of their timely and successfully performance (if completed) or their current performance status (in the case of on-going projects), and
j. client’s details (client’s name, contact persons, titles, phone numbers and email addresses). |

| 4.5 | Architectural Accreditations/Quality / Health & Safety (H&S) Environmental/Building Information Modelling (BIM) certifications: | The Lead Architect should provide evidence for Accreditation/Registration on internationally recognized architectural organizations, such as the following or an equivalent:

- RIBA - Royal Institute of British Architects
- ACE - Architects Council of Europe
- AIA - American Institute of Architects
- ARCASIA - Architects Regional Council Asia
- CAAS - Arab Architectural Societies
- UIA - International Union of Architects

The above will be evidenced with the submission of registration number(s) as well as relevant details that the Lead Architect deems necessary.  

Every member of the DO must provide evidence of all available certifications (e.g., Quality Management certificate (ISO 9001:2015), H&S certificate OHSAS 18001:2007 or ISO 45001:2018 or relevant H&S...
| 4.6 | Technical capacity of the DO - experience: | The experience of every member of the DO will be considered to evaluate the technical capacity of the DO; such experience will be evidenced via the submission of a list of airport projects undertaken from 2010 onwards, substantiated by the below proofing documents:

a) The title and detailed description of the projects (max 3 pages per project).

b) Client’s details (client’s name, contact persons, titles, phone numbers and email addresses).

c) Period of involvement in the project, i.e., date of contract signature and date of completion, if not on-going.

d) Undertaken role in the project in all phases (e.g., planning, concept design, detailed designs, supervision etc.).

e) List of the other involved designers and type of relationship.

f) The value of the contract assignment per project, depicted in the abovementioned list.

g) The actual or projected construction cost if available for the completed or ongoing projects respectively.

h) Internal quality process followed to assure the successful delivery of the project, by submitting the relevant Quality Management Plan.

i) Sustainability Statement followed in the said project and if applicable any accreditation acquired.

j) BEP (BIM Execution Plan) that demonstrates the approach to the specific project presented.

k) Letters of attestation from the clients, for each of the projects referenced in the abovementioned list, indicating the following:

i. client’s details,

ii. title and description of the project,

iii. actual or projected project cost,

iv. dates of assignment and completion, if not on-going

v. size (in sqm) and the capacity in million annual passengers (MAP) if applicable,

vi. list of the deliverables/services (e.g., preliminary, outline, detailed design, supervision etc.) together with a statement of their timely and successfully performance (if completed) or their current performance status (in the case of on-going projects),

vii. cost of the assigned contract and the construction cost of the project (if available),

viii. role in the project in all phases of involvement,

ix. list of other designers involved in the project indicating the kind of relationship with them. |
The submittals will be evaluated on the number of projects and the level of information submitted, taking into consideration their size, capacity, complexity, the environmental sustainability, the bioclimatic approach, the holistic approach of the airport environment, other projects specifics etc.  

(Weight Factor: 35%)

<table>
<thead>
<tr>
<th>4.7</th>
<th>Technical capacity of the DO - team composition.</th>
</tr>
</thead>
</table>
|     | The DO should provide the proposed structure that will participate in this EoI and the following RFP phase if shortlisted, indicating all the roles (i.e., Lead Architect, and any other designer and/or specialist necessary for the provision of all the required expertise to ensure fitting the purpose and successful completion of the project etc.) The composition of the DO must have apart from all architectural needs all required disciplines including, but not limited to the following:  
  • Structural,  
  • MEP,  
  • IT/ELV,  
  • Aviation/ Airfield Design  
  • Terminal Planning,  
  • Special Airport Systems,  
  • Retail,  
  • Transportation / Road design  
  • Sustainability,  
  • F&B,  
  • Signage / wayfinding  
  • Acoustics,  
  • Fire life safety,  
  • Terminal/ Landside and Parking,  
  Aviation safeguarding specialists (e.g., ILS/ OLS/ Line of sight etc.),  
  • Advertising etc.  

The DO will be responsible to include any other disciplines required for the proper execution of the project so to fit for purpose. Every member of the DO must submit their company profile indicating the:  
  • number of employees  
  • number of offices  
  • organizational structure  
  • one-page CV summary of one (1) principal member of their team intended to be engaged in the project, ensuring that the said principal members, will hold their positions during the project’s implementation, should the DO become the preferred bidder.  

(Weight Factor: 60%)

<table>
<thead>
<tr>
<th>4.8</th>
<th>Information for evaluating if the requirements are met:</th>
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<tbody>
<tr>
<td></td>
<td>DOs will be evaluated and pre-selected on the basis of equal opportunities. Their professional credentials and reliability under sections 4.1 will be evaluated on a pass/fail basis. The financial ability and financial standing under section 4.2, will be evaluated on a pass/fail basis. The Insurance capacity under section 4.3, will be evaluated on a pass/fail basis.</td>
</tr>
</tbody>
</table>
The Lead Architect’s minimum previous experience under section 4.4, will be evaluated on a pass/fail basis.

The Architectural Accreditations/ Quality / Health & Safety (H&S) Environmental/Building Information Modelling (BIM) certifications, under section 4.5 will be evaluated with weight factor of 5%.

The Technical capacity of the DO - Experience under section 4.6 will be evaluated with a weight factor of 35%.

The Technical capacity of the DO - Team composition under section 4.7 will be evaluated with a weight factor of 60%.

In order for a submission to be qualified, it must successfully pass the criteria under sections 4.1, 4.2, 4.3, 4.4., while the evaluation outcome of the criteria 4.5, 4.6, 4.7, must obtain an overall threshold of 60% that will be applied to the three criteria collectively.

Amongst the successful DOs that pass the aforementioned threshold, the seven (7) DOs attaining the highest combined scores (i.e., the sum of the scores of 4.5, 4.6 and 4.7), will proceed to the Request for Proposal (RfP) phase. In case the number of DOs attaining the said threshold is seven (7) or less, then all said DOs will proceed to the RfP phase.

For the evaluation under section 4.5, 4.6, 4.7, a grade of 1 (poor) to 10 (excellent) for every criterion presented in paragraph herein will be assigned.

| 4.9 | Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: | Yes |

5. **PROCEDURE**

5.1 Type of procedure: Restricted

5.2 Award criteria: The criteria will be detailed in the RfP documents, which will be provided to the shortlisted DOs.

5.3 Information about electronic auction: An electronic auction will not be used

5.4 Deadline for receipt of Expressions of Interest: **20/11/2023 at 15:00 (GR)**

5.5 Time limit for receipt the Questions and Inquiries All questions and inquiries should be addressed via email at: Tenders@aia.gr, no later than 03/11/2023 at 15:00 (GR)

5.6 Language(s) in which Tenders or requests to participate may be drawn up: a) All documents submitted in this Tender are to be in the English language; b) In case for Applicants, which their corporations are established or operating in Greece, copies of certificates and documents issued by judicial, administrative or competent authorities in Greece together with
the Board of Directors decisions and audited financial statements may be submitted only in the Greek language;
c) In case Applicants are not established in Greece, copies of certificates and documents issued by competent, administrative or judicial authorities, in accordance with the laws of the Applicants’ country, shall be submitted together with an official translation in the English language.
### 6.1 COMPLEMENTARY INFORMATION

<table>
<thead>
<tr>
<th>6.1 This is a recurrent procurement:</th>
<th>No</th>
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#### 6.2 Additional information:

Documents required under the ‘Conditions for Participation’ section should be submitted by all members of the DO.

All requested documents must be submitted electronically in a Virtual Data Room (VDR) System.

In order to be able to participate in the Tender, the DO needs to designate a user that is going to be granted access to the VDR. This user will have the ability to upload the documents described in the ‘Conditions for Participation’ section, to the respective folder.

The details that are needed in order to create the credentials for entering the Virtual Data Room are the following and should be submitted at [AxiotidouM@aia.gr](mailto:AxiotidouM@aia.gr) and copying [DimitriouG@aia.gr](mailto:DimitriouG@aia.gr):

- Name:
- Company:
- Email Address:

Upon submitting these details, DOs will be sent two emails from [VenueClientServices@d finsolutions.com](mailto:VenueClientServices@d finsolutions.com), which is the provider of the VDR platform “Venue”.

The first mail is the invitation to the VDR and it will contain detailed information on how to create an account. The second mail will contain a personalized link that redirects the DOs to the Venue sign up page. In case any DO doesn’t receive any of the above in their inbox, please be sure to check the Junk Mail folder and if not, communicate immediately with AIA at [AxiotidouM@aia.gr](mailto:AxiotidouM@aia.gr) and copying [DimitriouG@aia.gr](mailto:DimitriouG@aia.gr).

Once DOs complete the sign-up process, they can log in to [www.dfsvenue.com](http://www.dfsvenue.com) and enter the VDR. VDR can be accessed by any web browser although Google Chrome is recommended for performance issues. No installation is needed.

When entering the VDR, Applicants will be able to see a folder structure, similar to the one used in Windows. Inside the folder with each DO’s company’s name, DOs will find the following subfolder:

**Expression of Interest**

This is where DOs are requested to submit the documents described in the ‘Conditions for Participation’ section.

The process of uploading the documents is by Drag & Drop. You are dragging the file from your computer to the folder on the VDR. You will be able to confirm that the files are uploaded successfully by seeing them inside the folders in the VDR.

It is strongly advised to proceed to your login process to the Venue much earlier than the deadline of Expression of Interest submission.

DOs may be requested to supply additional information.

#### 6.3 Lodging of appeals:

Applicants have the right to file an objection on AIA’s award decision. Such objection shall be submitted in writing within ten (10) days from receiving the official announcement of the Tender result, addressed to the person named in section 1 above, specifying the legal and factual grounds.
<p>| | |</p>
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<tr>
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<td>that justify their objection. The submitted objection will be examined by AIA's Objections Committee.</td>
</tr>
<tr>
<td>6.4</td>
<td><strong>Body responsible for mediation procedures:</strong> Athens Mediation and Arbitration Organization («EODID») Nomiki Vivliothiki, Mavromixali street 23 Telephone: +30 210 3678910.</td>
</tr>
<tr>
<td><strong>IDENTIFICATION FORM</strong></td>
<td><strong>In case of consortium to be completed separately by all members</strong></td>
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<td>-------------------------</td>
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<tr>
<td><strong>IDENTITY</strong></td>
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</tr>
<tr>
<td>Name of the Applicant</td>
<td></td>
</tr>
<tr>
<td>Single entity or Consortium (please specify)</td>
<td><em>in case of consortium the share of participation must be indicated</em></td>
</tr>
<tr>
<td>Registered name of the company</td>
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<tr>
<td>Legal/ trading status of the company (e.g. Société anonyme, limited, etc.)</td>
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<td>Name of immediate parent company</td>
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<tr>
<td>Name of ultimate parent company</td>
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<tr>
<td>Corporate relation with other member(s) in case of consortium/ joint venture</td>
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</tr>
<tr>
<td>Registration number</td>
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<tr>
<td>VAT number</td>
<td></td>
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<tr>
<td>Tax Office</td>
<td></td>
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<tr>
<td><strong>ADDRESS</strong></td>
<td></td>
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<tr>
<td>Address of registered office of the company</td>
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<tr>
<td>Administrative address of the company for the purposes of this Tender (if different)</td>
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</tr>
<tr>
<td><strong>AUTHORIZED CONTACT PERSON</strong></td>
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<td><strong>AUTHORIZED LEGAL REPRESENTATIVE</strong></td>
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<tr>
<td>Name of legal representative of the company authorised to sign contracts with other parties (as evidenced by the company’s constitutional documents or a relevant Extract Decision, to be attached to this form)</td>
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I, ........................., the undersigned and nominated representative of…………………………………….(name of Applicant) solemnly declare, being fully aware of my Company's disqualification from the “Provision of Architectural Concept Design and Technical Scope Document related to the 33 and 40MAP phases of the Master Plan” in case of false statement, that this is the sole and true offer of the Company/ consortium/joint venture that I represent to Athens International Airport S.A. with respect to said Tender and further that the Company/consortium/joint venture I represent has not submitted any other offers to said Tender, either acting alone or in collaboration with or through any entity whom the Company controls or is connected to in the meaning of Law 4548/2018.

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<td>APPLICANT’S OFFICIAL STAMP</td>
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For the “Provision of Architectural Concept Design and Technical Scope Document related to the 33 and 40MAP phases of the Master Plan.” I, ..............................................

the undersigned and nominated representative of the .......................................................... (the Applicant), unreservedly declare that I have full and unconditional knowledge of the terms and conditions of the Law 4624/2019, EU Regulation 2016/679 and the respective AIA’s Privacy Notice related to AIA’s Procurement Processes and that the Company/consortium/joint venture I represent shall fully and unreservedly abide by and comply with all the terms and conditions thereof or as they may be amended from time to time.

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APPENDIX I

Airport Expansion Plan

In order to attain the Airport Expansion Plan, a Confidentiality Undertaking (Appendix IV) needs to be signed and returned to AIA.
APPENDIX II

Article 20.3 of ADA

20.3 Connected Contracts:

20.3.1 Any Connected Contract(s) (other than, for this purpose, the Identified Contracts), and/or any amendment to or waiver, extension or termination by or by agreement with the Airport Company of any such Connected Contract(s) and/or any amendment to or waiver, extension or termination by or by agreement with the Airport Company of any Identified Contract(s):-

1. (other than in the case of termination) may only be for the provision of goods or services or the carrying out of any Works where the amount payable to any Connected Person under or pursuant to such Connected Contract(s) (and/or any such amendment to or waiver or extension of such Connected Contract(s) and/or such Identified Contract(s)) is a fixed maximum amount and cannot be varied or extended, and the amount or cost of the goods, services and/or Works cannot be varied or extended, without the specific prior approval of the Board of Directors in accordance with Article 20.3.2; and

2. shall be subject to the prior approval of the Board of Directors in accordance with Article 20.3.2, and the Board of Directors shall be given full opportunity to consider and comment on the terms of such Connected Contract(s), and any such amendment, waiver, termination and/or extension to or of such Connected Contract(s) and/or such Identified Contract(s). Without any limitation on the Board of Directors' right to seek such advice (external or otherwise) as it deems appropriate, if the Independent Engineers have been appointed as envisaged in Article 12.2.2(b) (Employment, Operating and Management Policies) the Board of Directors will obtain a written report from the Independent Engineers in relation to the financial, contractual and other terms of any relevant Connected Contract(s) or the amendment, waiver, termination and/or extension to or of such Connected Contract(s) and/or such Identified Contract(s) relating to matters falling within the scope of their engagement. The Independent Engineers will only recommend the entry into of any Connected Contract(s) and/or any amendment, waiver, termination and/or extension to or of such Connected Contract(s) and/or such Identified Contract(s) if they are satisfied that the terms thereof comply with the terms of this Agreement including, without limitation, the requirements of this Article 20.3, and, for this purpose, the Independent Engineers shall be given full opportunity to consider and comment on the terms of such Connected Contract(s) and any such amendment, waiver, termination and/or extension of such Connected Contract(s) and/or Identified Contract(s).

20.3.2 Any Connected Contract(s) (or any such amendment, waiver, extension and/or termination by or by agreement with the Airport Company to or of such Connected Contract(s) and/or any Identified Contract(s)) shall only be approved by the Board of Directors if it is satisfied that the terms thereof are no less favorable to the Airport Company and/or the relevant Person Controlled by the Airport Company than those which could have been obtained after appropriate competition or negotiation from a bona fide third party on arm's length commercial terms.
20.3.3 The Airport Company will maintain and keep up to date a list of the Persons which are Shareholders of the Airport Company and/or shareholders of any Person Controlled by the Airport Company and all Affiliates of any of such shareholders.
APPENDIX III
PROCESSING OF PERSONAL DATA DURING TENDER PROCESS
(AIA’S PRIVACY NOTICE RELATED TO AIA’S PROCUREMENT PROCESSES)

1. Context and Data Controller
Pursuant to the provisions of EU Regulation 2016/679 (General Data Protection Regulation, or “GDPR”) and Hellenic Law 4624/2019 (Gov. Gazette Issue A’137/29.8.2019), “Athens International Airport S.A.” (“AIA”), is the Data Controller of any personal data provided by Tenderers in the course of procurement processes. Additionally, the Tenderer who uses and invokes the personal data of the data subjects/individuals to the proposal submitted to AIA in the course of a given procurement procedure, is also a Data Controller for the processing of such data, bearing the respective legal obligations for the fair and lawful use of such personal data. Processing operations are under the responsibility of the Controller, indicated in the invitation to Tender, regarding the collection and processing of personal data.

2. Definition of Personal Data
Personal data collected and further processed concern the Tenderer and its staff or subcontractors (data subjects). Information can relate to the following data:

- Full Name;
- Job Title/ Professional Capacity
- Contact details (e-mail address, business telephone number, mobile telephone number, postal address, company and department, country of residence, internet address);
- Certificates for social security contributions and taxes paid, extract from judicial records;
- Bank account reference (IBAN and BIC codes), VAT number, passport number, ID number;
- Information for the evaluation of selection criteria or eligibility criteria: expertise, technical skills and languages, educational background, professional experience including details on current and past employment;
- Solemn Declarations

3. Personal Data Processing
Purpose
The collection and processing of personal data may be necessary, as the case may be, for the purpose of evaluating the technical and professional capacity of Tenderers and their staff, experts, and subcontractors, proposed by the Tenderer at the submission of their offer, as per the specific requirements of the services/works tendered. Personal Data provided (e.g. CVs, Certificates, or Solemn Declarations) together with other Tender information may be used as evidence in the course of any legal actions in connection with the said Tender, or the relative concluded agreement. Any other purpose which in the course of a procurement procedure is relevant or appropriate to the scope or the management and administration of procurement procedures by AIA in compliance with AIA’s Procurement Policy & Framework (POLICY-PRC001).
The legal bases for the processing operations on personal data are:

• AIA’s Procurement Policy & Framework (POLICY-PRC001)

Means of Collection

Personal data is provided by the Tenderer in submission of the respective proposal, as part of information presented for evaluation.

The Tenderer is obligated to have acquired the explicit and free consent of any person (staff, experts, subcontractors), whose personal data are included or invoked in any way in the proposal, as per GDPR requirements,

The information is collected in (paper/digital files and stored in a secure system.

The information is processed by AIA’s appointed Evaluation Committee and any assigned advisors thereto, who are bound by appropriate Non-Disclosure Statements.

Proposal information, containing personal data may be transferred, as the case may be, to external evaluators/advisors, the contact details of which is available by AIA’s Procurement Department.

Accessibility & Disclosure

For the purpose detailed above, access to the proposal information and any personal data contained therein is given to:

• AIA’s appointed Evaluation Committee and any assigned advisors thereto, who are bound by appropriate Non-Disclosure Statements.
• External evaluators/advisors, the contact details of which are available by AIA’s Procurement Department.
• The authorized employees of AIA’s Procurement Department, responsible to carry out any actions in relation with the Tender.

Means of Protection

The collected personal data and all related information are stored on the premises (physical files in locked cabinets and electronic files in AIA’s corporate file storage), to which access is regulated through corporate security and IT&T procedures.

4. Personal Data Retention Period

• Tender files relating to preferred bidders submitted during the Tender procedures, including personal data, are to be retained in AIA until the conclusion of the Tender process, and in the archives for a period of three (3) years, following the signature of the contract. However, Tender files from unsuccessful Tenderers are stored only for two (2) years following the signature of the contract.
• Tender files submitted during the Tender procedures, including personal data, are to be retained until the end of a possible audit if one started before the end of the above period.
• After the period mentioned above has elapsed, the Tender files containing personal data may be sampled for historical purposes. The non-sampled files are destroyed.
5. Data Subjects’ Rights
GDPR gives Data Subjects the right to be able to affirm that their personal data is being processed lawfully. In
specific, Data Subject have the following rights:
(i) Right to access the data kept by AIA
(ii) Right to request the rectification of your inaccurate data
(iii) Right to request the erasure of your data
(iv) Right to restrict the processing of your personal data, under specific conditions
(v) Right to request the transfer of the data kept by AIA to any other Data Controller without undue
hinderance (Right to Portability)

Any such request must be made following communication with the Tenderer, in his capacity as Data Controller of
such Data or AIA’s assigned Data Protection Officer, as mentioned in par. 6.
However, the exercise of certain rights (e.g. the right of erasure, rectification, restriction) may be denied on the
basis of affecting the validity of the proposal submitted, as well as the transparency and integrity of the procurement
process.

6. Contact information to AIA
In compliance with GDPR articles 37-39, a Data Protection Officer (DPO), has been appointed by AIA’s Management,
with main accountabilities, to address required actions for establishing and maintaining a data protection
management system in AIA, in compliance with the Regulation. The appointed DPO’s details are:
Mr. Joseph St. Avramides
Manager, Data Protection and Compliance
Athens International Airport S.A, Administration Building 17, (B17)
190 19 Spata, Attica
Tel. 210 35 37 211, Email: avramidesj@aia.gr, privacy@aia.gr

7. Contact information to Hellenic Data Protection Authority
Data Subjects are hereby informed of their right to lodge a complaint against AIA as regards the processing of their
personal data before the competent Hellenic Data Protection Authority “www.dpa.gr” or any other co-competent
Authority as per GDPR. Further information should be sought at that end.
APPENDIX IV
CONFIDENTIALITY UNDERTAKING

“I, ........................................ (the undersigned) and nominated representative of ........................................ expressly attest and warrant to Athens International Airport S.A. (AIA) that:

1. All documents to be provided by AIA in connection with the Tender for the “Provision of Architectural Concept Design and Technical Scope Document related to the 33 and 40MAP phases of the Master Plan.”, including, without limitation, corporate policies, plans, drawings, financial documents, strategies, technical advice or knowledge, contractual agreements or any other information exchanged during the course of the Tender, or other materials, called hereinafter the “Confidential Information” as same have been provided to us, by AIA for the purposes of the said Tender, as same may be property of AIA and/or fall under the provisions of Law shall be treated by the Applicant with utmost confidentiality and shall not be disclosed to any subsidiary or affiliated company thereof, or any third party except with the express prior written authorization of AIA, or unless forced to do so by Law or by a competent legal authority having appropriate jurisdiction.

2. All such Confidential Information shall be promptly destroyed or returned to AIA, as instructed upon conclusion of the Tender and no copies, whether in written, digital, or electronic form, will be retained by the Applicant and/or any subsidiary or affiliated company thereof for direct communication or marketing purposes.

3. I acknowledge that the breach of our said commitment will constitute an ipso jure exclusion from a future Tender process related to the subject matter.

4. I further unreservedly acknowledge and accept that AIA, is entitled to seek restitution of all damages incurred by it on the basis of any breach of the above confidentiality statement by us, at any time.

Signed: ................................................
Name: ................................................
Title: ................................................
Company: ...........................................
Address: ............................................
Date: ................................................
Official stamp: