



## Terminal Commercial Concessions Award Policy

Athens International Airport S.A.

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## **1. Purpose & Scope**

Within the context of offering a memorable passenger experience, the Airport Company (AIA or the Company) is responsible for selecting and hosting a large range of commercial activities within its terminals, including but not limited to Retail, Food & Beverage, Passenger Services and Advertising activities. The Company's terminal commercial strategy aims to create a commercial environment that reflects the best that Greece has to offer to its visitors, addressing at the same time efficiently the ever-changing needs of international and domestic passenger segments.

In order to obtain these objectives, AIA has developed the Terminal Commercial Concessions Award Policy (CAP or Policy) for selecting the appropriate commercial partners to develop and operate the above-described commercial activities, in line with its high commercial and operational requirements.

The aim of this Policy is to proceed on a comprehensive basis to provide all interested parties with the information necessary to conclude a Commercial Concession Contract with AIA and to set out the procedures, principles and rules governing the award of Commercial Concession Contracts (CCC). For the purpose of this Policy a Commercial Concession Contract means a contract for pecuniary interest concluded in writing, by means of which AIA grants the Right (as such term is defined under the Airport Development Agreement–“the ADA”) to an economic operator (the Concessionaire) to operate a specific business at the Airport premises other than the execution of works or the mere lease of space and consists inter alia to the provision and the management of services and/or the sale of goods for a stated time and under specified conditions. The Right is granted in consideration of payment by the Concessionaire to AIA for the exploitation of the Right and in most of the cases also for the occupation of a specific space at the Airport premises.

AIA treats economic operators equally and without discrimination and acts in a transparent manner, respecting the principles of proportionality, no discrimination, equality, freedom of competition, protection of the environment. AIA warrants that:

- Does not discriminate against tenderers registered in Greece or in another EU country;
- Does not refuse to accept supporting documents (certificates, diplomas, etc.) issued by another EU country equivalent to the requested ones, if they provide the same level of guarantee.
- Makes all information regarding tenders available to all interested parties, regardless of the EU country they are registered in.

## 2. Definitions & Abbreviations

The following terms and abbreviations are used in this policy:

Term/ Abbreviation	Definition of Term/ Abbreviation
CAP	Concessions Award Policy
Company	The company under the name Athens International Airport S.A. (AIA) and the brand name "ATHENS INTERNATIONAL AIRPORT ELEFTHERIOS VENIZELOS"
CCC	Commercial Concession Contracts
CBU	Consumers Business Unit of the Company
LGL	Legal Affairs Department of the Company

## 3. General Policy

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

The Company ensures that all Concessionaires comply with all existing obligations in the areas of environmental, social and labour law enacted by EU law, national law, collective agreements or international provisions of environmental, social and labour 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 grave professional misconduct that will allow its exclusion from a subsequent concession award procedure.

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

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

The Company does not disclose information submitted by any candidate or tenderer, 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. Otherwise, there is no obligation of confidentiality. Information relating to the financial offer and the details of the technical offer used for the evaluation are not classified as confidential.

### 3.2 Conflicts of interest

The Company takes appropriate measures to a) effectively prevent, b) identify, and c) remedy conflicts

of interest arising in the conduct of the tender processes including the design and preparation of the 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, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the concession award procedure.

The conflict-of-interest concerns at least the following persons:

- a) members of the Company's personnel, including members of the ruling and / or 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 concession award process, including the design and preparation of the procedure, as well as the preparation of agreement 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 a candidate/ tenderer 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 the concession award process conducted by the Company;
  - ii) the possession, by a person falling under cases a and/ or b 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 said member to participate in the management of the affairs of said economic operator when such economic operator participates in the concession award process conducted by the Company.
- d) the existence of a contractual bond during the period that starts twelve (12) months prior to the commencement of the procedure for the award of the concession contract and ends on the day of its award, concerning either the provision of dependent employment or the performance of work or the rendering of services or the supply of goods between a person falling under cases a and/or b of paragraph 4.1 and an economic operator, when said economic operator participates in the tender process conducted by the Company.

The persons falling under cases (a) and/or (b) 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 sections 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 candidates or tenderers. Said measures may include the exclusion of the specific person from any participation in the relevant award procedure. If a conflict of interest cannot be remedied by other means, the candidate or tenderer concerned is excluded from the process. If the selected tenderer falls under the provisions of Articles 99-101 of L 4548/2018 on related parties transactions a special prior award approval of the Company's Board is required.

## **4. Award Procedures**

AIA, justifiably and pursuant to the provisions of the present Policy may select, any of the following methodologies for the award of each Commercial Concession:

- Tender procedure
- Award through Direct Negotiations

Most of new concessions fall under Tender procedure methodology, while the Direct Negotiations, apply when the conditions described in par. 4.2 are fully met.

### **4.1 Tender Procedures**

Tender procedures can take the form of open or restricted (among existing Concessionaires) procedure, as further detailed under this Policy.

AIA ensures that prior to the launching of any procedure, transparency requirement is fully met by appropriate publishing a tender notice at the Company's website and/or subject to the Company's discretion, to the press (one or more newspapers either on digital form and/or in hard copy and/or websites).

In any of the referred Tender procedures as presented under the CAP, any interested entity may submit an offer, and its selection shall be based on qualitative/quantitative criteria as set by AIA along with their weight factor. Further to the award selection criteria as detailed under this CAP, the exclusion grounds and the subsequent defined procedure for the award of the Right including the structure of the proposals, the supporting documents, the technical and the financial offer dossier, the manner of submission the offers, their validity period, the nomination of the preferred bidder and the procedure for the award and entry onto force of the contract as presented in the relevant Tender documentation, constitute the base of the tender structure while AIA retains the right to justifiably alter the above referred base according to the particularities of each case.

Provision of guarantees and their level are set by AIA along with the required tender documentation that shall be required to be provided by interested parties.

#### **4.1.1. Open Procedure**

In an open procedure, any interested economic operator submits an offer, provided that it fulfils the qualitative selection criteria set out by the Company.

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 and/or in the press whichever is the latest.

Where a state of urgency duly substantiated by the Company renders impracticable the minimum time limit laid down hereinabove for receipt of offers, or if the Company having previously followed 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.

In case the Company prepares a system accepting the submission of offers by electronic means ensuring integrity of data and confidentiality of offers, it may further reduce the time limit for the receipt of offers by five (5) additional days.

#### **4.1.2. Restricted procedure (among existing Concessionnaires)**

Tender among existing Concessionnaires is an extra-ordinary procedure whereby only entities already lawfully acting at the premises of the Airport are invited to a selection procedure to the exclusion of other potential participants provided that the following conditions cumulatively apply:

- a. the subject commercial activity depends financially, operationally and/or technically on an already established commercial operations at the Airport.
- b. Management provides a reasoned opinion to competent corporate bodies, as these were defined and approved in the respective paper and presentation to the Board of Directors of the Company on 06/02/2024, evidenced by a market sounding survey that it is not financially viable and/or technically feasible to invite in the selection procedure or to award a tender with the participation of entities not currently present at the Airport.

In a restricted procedure any Concessionaire may submit a request to participate, provided it meets the qualitative/quantitative selection criteria set by the Company. Notwithstanding the above, an offer may be submitted by only those economic operators who have specifically qualified on the basis of the qualitative/quantitative 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 on the basis of objective criteria ensuring also adequate competition.

The minimum time limit for receipt of requests for participation is twenty (20) days from the date of posting of the contract notice 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 if the Company having followed a consultation process with the market, has announced its intention to set out a shorter deadline for the receipt of requests to participate and has not received any sufficiently reasoned objection from the market, the Company may set out a shorter deadline for receipt of



requests, but in no case less than fifteen (15) days from the date of posting of the contract notice 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.

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

## **4.2 Direct Negotiations Procedure**

AIA may select this type of award methodology, following the provision of a reasoned relevant opinion by the Management to the competent corporate bodies, in the case that any of the below mentioned criteria are met:

- 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 a Tender procedure.
- b) Where the desired commercial concept can be provided only by a sole entity operating in the market.
- c) To obtain specific commercial concepts/brands that are considered of paramount importance for the provision of a unique commercial offering to the passengers.
- d) Where the negotiated financial terms are reasonably expected to exceed the outcome of any tender procedure.
- e) For commercial activities that can by law be exercised only by a limited or a single Company.
- f) To test the performance of commercial concepts through a pilot period that shall not exceed two (2) years.
- g) For emergencies due to unforeseeable events.
- h) To grant commercial rights to non-profit organizations within the context of AIA's Sustainability Strategy.

## **5. Concession Agreement Extensions and Amendments**

### **5.1 Standard agreement extension**

The standard agreement extension applies, exclusively activating the provisions of the respective agreement clause, following mutual agreement between the parties, and for a period specifically stipulated in the said initial contract clause and in any case not exceeding the initial term.

All major agreement conditions remain unchanged but may contain financial terms adjustments for the extended period, reflecting indicatively changes in the wider economic and commercial environment, the passenger's consuming behaviour and the evolution of passenger traffic.

## **5.2 Exceptional agreement extension – Amendment of agreement**

The exceptional agreement extension or amendment of contract apply, exclusively, in exceptional circumstances not reasonably foreseen in the initial agreement including also alterations in their financial terms due to substantial business or operation changes, relocation of units, modification of unit borders, addition of units and addition of product/services categories to the commercial offering.

In that case AIA, following the provision of a reasoned opinion by the Management to the competent corporate bodies, reserves the right to extend the agreement term and/or amend the agreement, incorporating also the financial effect of the abovementioned modification parameters to the respective agreement clauses.

## **6. Publicity**

### **6.1 Launching of the tender procedure**

The start time of each of this award procedure is the date of publication of the tender notice on the Company's website. In the case of a restricted procedure the start time means the date of dispatch to the economic operators of the first call to submit an offer.

### **6.2 Publication of the tender documents**

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

### **6.3 Electronic availability of tender documents**

The Company offers access subject to certain conditions included in the relevant announcement to the tender documents from the date of publication of a notice on its website and or to the press. In any case, the Company applies adequate measures to protect the confidentiality, integrity and availability of information, which it requires, and all requirements under which it is possible to access the relevant documents.

### **6.4 Invitations to candidates**

In restricted procedures the Company invites, simultaneously and in writing, the selected candidates to submit their offers or to take part in the tender process. The invitation includes a reference to the electronic address on which the tender documents have been made directly available by electronic means.

### **6.5 Informing tender participants**

The Company informs, as soon as possible, each tender participant of decisions reached concerning the award of the commercial concession or not to award a commercial concession for which there has been an invitation to Tender.

On request from the candidate or tenderer concerned, the Company informs, as quickly as possible, and in any event within fifteen (15) days from receipt of a written request any unsuccessful candidate or

tenderer of the reasons for the rejection of its request to participate or its offer.

## **7. Selection of Tenderers**

### **7.1 General principles of qualitative selection**

Where the Company establishes criteria for the exclusion of candidates or tenderers it excludes economic operators which fulfil 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. In restricted procedures with an invitation to Tender, the Company may limit, where appropriate, the number of qualified economic operators.

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 and labour issues.

In the open procedure, the Company may stipulate in the tender documents that it will examine offers before verifying the suitability of tenderers. The contract is not awarded to a tenderer who should have been excluded under the designated exclusion reasons or due to non-fulfilment of the designated qualitative selection criteria.

### **7.2 Exclusion grounds**

The Company may set 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 final judgment for participation in a criminal organization (article 2 of Decision 2008/841 / JHA of the EU Council);
- b) conviction by final 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 final judgment for fraud (article 1 of the Convention for the protection of EU financial interests, law 2803 / 2000);
- d) conviction by final judgment for terrorist crimes (article 1 and 3 of Decision 2002/475 / JHA of the EU Council);
- e) conviction by final judgment for money laundering or terrorist financing (article 1 of Directive 2005/60, L.369 / 2008);
- f) conviction by final judgment for child labour and other forms of trafficking (article 2 of Directive 2011/36, L.4198 / 2013);

- g) non-compliance with L. 3666/2008, Ratification of UN Anti-bribery Convention;
- h) non-compliance with L. 4557/2018, as amended by L. 4734/2020 for the prevention of the use of the financial system for money laundering or terrorist financing;
- i) non-payment of taxes or social security contributions (main and complementary);
- j) intentional breach of labour and environmental law obligations in the performance of a previous contract;
- k) 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;
- l) concluding agreement aiming at the distortion of competition that cannot be contained by other means;
- m) being subject to conflict of interests;
- n) participation in the preparation of a previous contract which creates a competitive advantage that can be contained by other means;
- o) 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;
- p) 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;
- q) committing a serious professional misconduct which compromises the integrity of the economic operator;
- r) exclusion by a final court decision from participating in tender processes.
- s) Default or breach of terms of Concession Agreements signed with the Company in the past, which resulted in forfeiture of operational security deposit or imposition of any penal clauses or causing damages to the Company or early termination of the agreement's or any other sanctions.

The obligation concerning exclusion relates in particular to the company administrators in the case of general partnerships, limited partnerships, and to the CEO and all Board members 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 undertake the concession agreement, 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 to succour in an economic operator and such operator fails to proceed to measures to prove its credibility, then it may be excluded

from participating in ongoing and future tender processes.

### **7.3 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 a tenderer or candidate does not have the required professional ability, if it finds that the operator has conflicting interests which may negatively affect the performance of the subject commercial activity.

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 procedure enact objective criteria that reflect this need and enable the Company to restrict the number of tenderers or candidates (pre-qualification) to be invited to offer. The number of qualified candidates must be decided, however, taking into account the need for adequate competition.

The selection criteria may relate to:

- a) The tenderers' or candidates' experience and current commercial activity to ensure its ability to perform and efficiently operate the subject commercial activity;
- b) The tenderers' or candidates' experience in operating similar activities in the high-street and/or Airports;
- c) Economic, financial and managerial standing;

In any case, the documentation required to be submitted, to provide evidence for the participation prerequisites and qualitative criteria is explicitly stated in the tender documents. Furthermore, the tender participants are entitled to rely on the financial, managerial and commercial capacity and resources of Parent or third party companies providing the evidence described in the respective section of the tender documents.

### **7.4 Criteria for the evaluation of technical (concept) and financial offers**

In all Tender award procedures, the Company evaluates the proposals of the participants that meet the qualitative selection criteria, against two main criteria categories:

- the Technical/Concept criteria including, indicatively – but not exclusively:
  - the evaluation of the participant's relevant experience,
  - the proposed commercial concept,
  - the fit of the proposed concept to the one described in the Tender Documents,
  - the elements of its proposed commercial and operational concept that promote sustainability/inclusivity
  - the use of digital means/technology to enhance passenger experience,
  - the architectural proposal for the commercial unit and its compatibility with the ambience of the surrounding terminal area
  - the investment plan that the participant commits to in order to implement all the above.
- the Financial criteria, including, indicatively – but not exclusively- the evaluation of all aspects of

the financial compensation offered by the participant, inter alia, the variable fee (%) on Turnover, the Minimum Annual Guaranteed rent and/or the evaluation of the quality of the submitted business plan.

The weight of the Technical /Concept criteria on the overall score may be within the range of 10-40% and the respective weight of the Financial criteria may be within the range of 60-90%, at AIA's sole discretion. AIA reserves the right, at its own discretion, to use a different weight allocation structure depending on the individual tender characteristics.

## **8. Award process**

### **8.1 Structure of proposals – General rules**

The Company follows either the electronic submission of offers through an electronic platform (eSourcing) or the methodology of sealed envelopes. In the latter 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 is not foreseen). The first envelope contains the supporting documents required for participation, the second envelope contains the technical/concept offer and the third envelope containing 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 the tender notice.

It is considered certain that, upon submitting the offer, the tenderer is fully aware of every aspect of local conditions relating to the performance of the subject commercial activity and has studied all elements of the tender documents.

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 and are rejected. Counteroffers, or amendments of an offer, or proposals equivalent to variants are inadmissible and are not considered, unless expressly permitted in the tender documents.

In case that an association of legal entities submits a joint offer, it should be signed, mandatorily, either by all the representatives of the association or by their specifically authorized representative.

### **8.2 Supporting documents required for participation dossier**

The dossier of the supporting documents required for participation includes, indicatively the following documentation. Depending on the particular characteristics of each Tender additional documents may also be requested as specified in the respective Invitation to Tender document:

- a) A brief company profile (no more than 3 pages), including company name address of head office telephone number and e-mail address together with an organizational structure of the company, link with parent company and/ or other group or consortium members (if applicable).
- b) Name and address of nominated representative for all communication, including telephone number and e-mail address;
- c) the representative must be delegated to answer, on behalf of Participants, any questions AIA may have, act in their name and on their behalf as may be needed and sign the Concession Agreement.

- d) Principal shareholders (names of Persons or entities owning 5% or more of the Participants' voting stock).
- e) Annual Financial Reports for each of the of the last three (3) years including audited financial statements (Balance Sheet, Income Statement, Cash Flow Statement), the notes of the financial statements and the chartered auditor's report.
- f) Provision of Bank Reference.
- g) Number of years operating similar commercial activities in Greece and/ or abroad (if any).
- h) Number of similar stores that Participants operate in the Greek market and/ or abroad (if any).
- i) List of the Participant's stores, respective size (m2) and net sales in the last five (5) years
- j) A copy of proof of registration, as prescribed in their country of establishment, in one of the professional or trade registers, or provide a solemn declaration duly signed by the legal representative to that effect.
- k) A copy of the Participants' constitutional documents (e.g. articles of association/ memorandum of incorporation/ signing and administrative authorities) in their latest valid edition.
- l) In case that the legal representative is not stated in the Articles of Association/ Signing and Administrative Authorities documentation, then a duly signed Extract Decision from the Board of Directors or the General Meeting of the Shareholders or of any other duly decisive company body shall be submitted, clearly indicating the authorised legal representative for the Tender. In case of a group of companies or Consortium, each member of the group of companies or Consortium shall comply with the above requirement.
- m) In case that the Participants fall within the ambit of Articles 99-101 on related party transactions of L 4548/2018, it should be clearly stated in the submitted Pre-requisite documents.

### **8.3 Technical (Concept) offer dossier**

The technical offer (Concept) dossier contains all documents evidencing the tenderer's technical capabilities and commercial concept potential. The type of documentation required depends on the technical offers evaluation criteria referred to in the tender documents. 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 applied. The admissible way of submitting the technical offer dossier is specified in the tender documents.

### **8.4 Financial offer dossier**

The financial offer dossier contains the financial offer of the tenderer in accordance with the model contained in the tender documents. Amounts 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 amounts in euros are inadmissible. The financial offer and all the aspects that are included therein are not subject to change throughout the validity period of the said offer. In case where an offer extension is requested, tenderers -following their acknowledge to said extension- are not eligible to submit or modify the financial offer.

## **8.5 Time of submission of offers**

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 are returned to tenderers unopened. The aforementioned also apply in the case of submission through the electronic platform for submission of offers (eSourcing).

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 concession agreement and the extend any amendments to the tender terms and conditions.

## **8.6 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 and financial subject-matter of the contract among the members of the association, as well as its representative / coordinator.

## **8.7 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 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.

## **8.8 Procedure for opening offers**

Offers are opened on the day, time and place specified in the tender documents.

After opening the main offer dossier, the Company's representatives, the Consumer Business Unit (CBU) together with the Legal Affairs 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).

The CBU in cooperation with the LGL opens the technical/concept offers that have been timely submitted, while the outcome of such opening is recorded in a set of minutes (2<sup>nd</sup> set of minutes) signed by members of the CBU and LGL. Thereafter, the Tender Committee (specified for every tender and is responsible for setting evaluation criteria and performing the evaluation of the proposals submitted) evaluates the technical offers assigning 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 CBU together with the LGL, 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 CBU and LGL.

The financial offers are evaluated by the Consumers Business Unit (CBU) 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.

Offers submitted after the end of the opening procedure are not opened, but are returned as late. The envelopes containing the financial offers of the technical offers deemed inadmissible at the previous stage are returned unopened.

If an electronic platform for submission of offers (e-sourcing) is in place, offers are opened electronically by the Business Department and the Legal Department.

## **8.9 Stages of opening of offers**

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

Nevertheless, 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 open the financial offers before verifying the non-existence of exclusion grounds and the fulfilment of the qualitative selection criteria. In this case, the Company ensures that the verification of the non-existence of exclusion grounds and the fulfilment of the qualitative selection criteria 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.

## **8.10 Nomination of temporary Concessionaire/Preferred Bidder**

The Company informs, at the same time, in writing the temporary Concessionaire/ 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 of the award documentation. The verification of the award documentation is made by the CBU together with the LGL and is completed with the review and approval of the LGL, and, the final award of the contract, or the declaration of the temporary Concessionaire/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

temporary Concessionaire/ Preferred Bidder is allowed a time limit 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 temporary Concessionaire 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 verification of the award the Concessionaire/ Preferred Bidder is invited to sign within ten (10) days upon the notification the contract by submitting the required Operational Security Deposit.

If the Concessionaire (Preferred Bidder or temporary Concessionaire) 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 contractor.

### **8.11 Award of contract**

The Concessionaire selection process is completed with the decision of the competent body of the Company for the award of the contract.

### **8.12 Entry into contract**

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 Concessionaire'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 temporary Concessionaire is obliged to timely extend the validity of its offer.

### **8.13 Cancellation of the award process**

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

- a) unlawful conduct of the award procedure, where as a result of an irregularity, either there was not effective competition, or the outcome was affected;
- b) barren award process due to non-submission of offer, or rejection of all offers, or exclusion of all tenderers or participants;
- c) material changes in the financial or technical parameters of the tender;
- d) force majeure rendering impossible the normal performance of the contract;
- e) exceeding of the time of validity of offers;

- f) decision that the offer is not advantageous;
- g) 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 case of postponement or cancellation of the award process, the offers already submitted are returned to the tenderers.

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.

## **9. Linked documents**

None.

## **10. Accessibility**

This Policy is accessible by all interested parties on corporate Intranet and the Company's website.

## **11. Approval and Review**

The Policy has been approved by the Board of Directors of the Company by virtue of resolution dated 06.02.2024 with immediate effect.

This Policy can be reviewed at any time by virtue of a decision of the BoD, following recommendation of the Director, Consumer Business Unit.