



THESSALONIKI INTERNATIONAL FAIR S.A.
154, EGNATIA STREET, GR-54636 THESSALONIKI
www.helexpo.gr

Thessaloniki, 18.02.2026

Ref. No 267

NOTICE FOR AN ORDINARY OPEN TENDER PROCEDURE

for the selection of a contractor to provide exhibition structures, exhibition equipment and services for exhibitions, congresses and events, organised and/or co-organised by TIF-HELEXPO for the period between 1 August 2026 and 31 July 2027 with a right of pre-emption concerning extension of the term of duration of the contract for one (1) additional year, from 1 August 2027 to 31 July 2028.

Term of Duration of the Project: the period between 1 August 2026 and 31 July 2027, with a right of pre-emption concerning extension of the term of duration of the contract for one (1) additional year, from 1 August 2027 to 31 July 2028.

Total Budget of the Project, including rights of pre-emption: €6,703,200.00 plus 24% VAT.

This budget amount is considered the maximum expenditure for the services rendered.

The rights of pre-emption are: **a.** the right to unilateral extension of the term of duration of the contract for one (1) year; and **b.** the right of assignment of additional similar services, which may amount to up to 40% of the value of the initial contract, not including VAT and rights of pre-emption.

Award criterion: the most economically advantageous tender, solely on the basis of price.

Date of submission of tenders: Wednesday 18/03/2026 by: 12:00

Place of submission of tenders: **TIF – HELEXPO S.A.**, 154, Egnatia Street, GR-54636 Thessaloniki.

Receipt of Tender Documentation: from the TIF HELEXPO S.A. website
(<https://helexpo.gr/en/category/competitions/>)

Contact Person: Simos Apsis

Tel.: 2310 291 119, 2310 291 580, 2310 291 143

E-mail: supplies1@helexpo.gr

Date of publication of summary in the daily press: **19/02/2026**

This Ordinary Tender Procedure is being conducted under the terms of this notice and in accordance with the Procurement Regulation of TIF-HELEXPO S.A. which entered into effect pursuant to resolution No 72/10/23.06.2017 adopted by the Board of Directors (BoD) of the Company and amended pursuant to resolutions Nos 31/3/20.05.2022, 25/4/21.02.2024 and 78/10/17.06.2024 of the BoD. The scope of the Procurement Regulation is to lay down the terms and conditions governing the conclusion and performance of contracts for the supply of goods or provision of services to and preparation of designs for the société anonyme with the name 'Thessaloniki International Fair Single-Member S.A.', trading as 'TIF-HELEXPO S.A.'. The Procurement Regulation is available on the TIF-HELEXPO S.A. website. (https://helexpo.gr/wp-content/uploads/2019/07/kanonismos_symvaseon_deth_helexpo_tropopoiisi_10.06.2024.pdf).

Should any issue be otherwise regulated in the notice in relation to the Regulation, the call shall prevail.

CONTENTS

PART A GENERAL AND SPECIAL TERMS	6
1. GENERAL INFORMATION.....	6
1.1 FRAMEWORK AND SCOPE OF PROJECT	6
1.2 Term of Duration.....	6
1.3 Project Budget	7
1.4 Consideration	9
2. GENERAL TERMS OF THE TENDER PROCEDURE / REGULATORY FRAMEWORK ..	9
2.1 General information.....	9
2.1.1 Language.....	9
2.1.2 Provision of Information - Clarifications	10
2.1.3 Personal Data Protection	11
2.2. Application of the Code of Ethics and Professional Conduct and the Third Party Due Diligence Policy	11
2.3 Right to and requirements for participation.....	12
2.3.1 Persons entitled to Participate.....	13
2.3.2 Groups of persons / Joint ventures being established	13
2.3.3 Bonds.....	14
2.2.3.1 <i>Participation bond</i>	14
2.3.3.2 <i>Performance bond</i>	14
2.3.4 Personal status of candidates- Grounds for exclusion	16
2.3.5. Fitness to engage in professional activity	20
2.3.6 Economic and financial standing	20
2.3.7 Technical and professional ability.....	21
2.3.8 Quality assurance standards.....	21
2.3.9 Reliance on the capacities of other operators.....	21
2.3.10 Subcontracting	22
2.3.11 Rules concerning proof of qualitative selection.....	23
2.3.11.1 <i>Preliminary proof during submission of tenders</i>	23
2.3.11.2 <i>Evidence</i>	23
2.4 Contract award criterion.....	29
2.5 Preparation – Content of Tenders.....	29
2.5.1 General terms of submission of tenders	29
2.5.2. Time - Place of submission of tenders.....	30
2.5.3 Validity of tenders	31
2.5.4 Tender prices	31

2.5.5 Currency of Contractor's Fee	32
2.5.6 Manner of submission	32
2.5.7 Tender Content	33
2.5.7.1 Contents of Sub-dossier A: 'Supporting documents'	33
2.5.7.2 Contents of Sub-dossier B: 'Technical tender'	35
2.5.7.3 Contents of Sub-dossier C: 'Financial tender'	36
2.5.7.4. Rejection of tenders.....	37
3. TENDER PROCEDURE - EVALUATION OF TENDERS	38
3.1 Tender Procedure.....	38
3.2 Call to submit supporting documents - Supporting documents for award of contract....	39
3.3. Award	41
3.4 Objections.....	42
3.5 Frustration	43
4. GENERAL AND SPECIFIC TERMS FOR THE PERFORMANCE OF THE CONTRACT	44
4.1 Signing of Contract - Bonds	44
4.2 Payment	47
4.3 Other obligations of the Contractor - Special performance terms	48
4.4 Default of Contractor.....	50
4.5 Insurance obligations	51
4.6 Deadlines - Penalty Clauses	52
4.7 Contract Amendments	52
4.8 Dispute Resolution.....	52
4.9 Liability of group members.....	52
4.10 Liability – compensation.....	53
PART B SCOPE OF THE PROJECT	54
1. GENERAL DESCRIPTION OF THE PROJECT	54
1.1 Facilities	54
1.2 The Company's Activities – The Contractor's Scope of Work.....	54
1.3. Detailed Description of the Work of the Contractor	55
1.4. Compliance tables	56
2. SPECIFICATIONS DOCUMENT - SPECIAL TERMS	65
2.1. Exhibition Structures and Equipment Services.....	65
2.2. Deadline for Material Storage – Default of Contractor – Performance Bond.....	71
2.3. Integrity of Structures-Equipment.....	71
2.4 Special Exclusive Partner (House Contractor)	71
2.5. Measurement – Acceptance of works	73
2.6. Liability for accidents	73

2.7. Facilities provided by TIF-HELEXPO S.A. to the Contractor	73
ANNEXES	74
ANNEX I - SOLEMN DECLARATION	75
ANNEX II- FINANCIAL TENDER TABLE	89
ANNEX III	94
DUE DILIGENCE QUESTIONNAIRE	94
ANNEX IV DUE DILIGENCE CONTRACTUAL TERMS	99
ANNEX V CODE OF ETHICS AND PROFESSIONAL CONDUCT	103

PART A GENERAL AND SPECIAL TERMS

1. GENERAL INFORMATION

1.1 FRAMEWORK AND SCOPE OF PROJECT

The company THESSALONIKI INTERNATIONAL FAIR SINGLE MEMBER S.A., trading as TIF - HELEXPO S.A. (hereinafter TIF-HELEXPO S.A.) is issuing a notice for an ordinary open tender procedure, the award criterion being the most economically advantageous tender, solely on the basis of price, to select a contractor to provide exhibition structures, exhibition equipment and services for exhibitions, congresses and events, organised and/or co-organised by TIF-HELEXPO for the period between **1 August 2026 and 31 July 2027** with a right of pre-emption concerning extension of the term of duration of the contract for one (1) additional year, **from 1 August 2027 to 31 July 2028**.

Specifically, the scope of the project and obligations of the Contract are set out in **Part B 'SCOPE OF THE PROJECT'** hereof.

As noted in Part B hereof, the scope of the Project and the contract to be signed includes the two (2) categories referred to in 'SCOPE OF THE PROJECT', as set out in paragraph 1.3 in Part B hereof. These categories constitutes an integral part of the contract for the contractor and, therefore, tenders must, on penalty of exclusion, concern both Project categories. Specifically, the Project concerns:

1) Category A 'Fixed and standardised Exhibition Structures and Equipment'

Category A includes the provision of services concerning exhibition structures, equipment and services to exhibitors in the framework of the exhibitions, congresses and other events organised and/or co-organised by TIF-HELEXPO S.A., which are known in advance and for which the exhibition structures and equipment required and set in advance herein are used in accordance with the compliance tables found in par. 1.3 in Part B hereof.

2) Category B: 'Special Exhibition Structures and Equipment'

Category B includes the provision of services concerning special exhibition structures and equipment, adapted to the specific needs and requirements of exhibitors/customers participating in the exhibitions, congresses and other events organised and/or co-organised by TIF-HELEXPO S.A., which cannot be specified in advance and which are not covered by the equipment required under the preceding category that is included in the Compliance Tables found in par. 1.3 in Part B hereof. These special exhibition constructions are designed by specialised architects - designers, separately for each exhibitor, and include structural stability designs, lighting designs, graphics and audiovisual equipment. They cover the special needs for the promotion of the products and services of participating exhibitors and, according to established practice, consist of wooden shells with a floor, walls and roof, special lighting, extensive prints affixed to the roofs of stands, as well as advanced audiovisual systems.

1.2 Term of Duration

The contractor's project has a term of duration ranging from **1 August 2026 to 31 July 2027, with a right of pre-emption concerning extension of the term of duration of the contract**

for one (1) additional year, from 1 August 2027 to 31 July 2028. The right of pre-emption concerning the extension of the term of duration hereof for one (1) additional year may be exercised by means of a unilateral written declaration by TIF-HELEXPO S.A. addressed to the contractor at least two (2) months prior to the expiry hereof. Whether or not the right of pre-emption concerning an extension to the term of duration of the contract will be exercised shall be determined in a resolution adopted by the Board of Directors of TIF - HELEXPO S.A. Any delay in the unilateral written declaration may not be construed as a tacit extension of the contract. The contractor is bound by its tender, is not entitled to refuse the extension and is obligated, if so requested, to provide a performance bond for the entire duration.

1.3 Project Budget

The **contract budget (which concerns both Project categories), excluding rights of pre-emption**, amounts to three million four hundred sixty three thousand three hundred twenty euros (€3,463,320.00), including VAT (budget ex. VAT: €2,793,000.00, 24% VAT: €670,320.00), and includes all expenses and charges borne by the contractor, without exception, for the provision of the services which constitute the scope of this Notice (fees, VAT and other taxes, duties, etc.). More specifically:

- The **contract budget which concerns Category A, excluding rights of pre-emption**, amounts to one million five hundred thousand four hundred euros (€1,500,400.00), including VAT (budget ex. VAT: €1,210,000.00, 24% VAT: €290,400.00), and includes all expenses and charges borne by the contractor, without exception, for the provision of the services which constitute the scope of this Notice (fees, VAT and other taxes, duties, etc.).
- The **contract budget which concerns Category B, excluding rights of pre-emption**, amounts to one million nine hundred sixty two thousand nine hundred twenty euros (€1,962,920.00), including VAT (budget ex. VAT: €1,583,000.00, 24% VAT: €379,920.00), and includes all expenses and charges borne by the contractor, without exception, for the provision of the services which constitute the scope of this Notice (fees, VAT and other taxes, duties, etc.).

The rights of pre-emption are: **a.** the right to unilateral extension of the term of duration of the contract for one (1) additional year; and **b.** the right of assignment of additional similar services, which may amount to up to 40% of the value of the initial contract (not including VAT and rights of pre-emption).

The **total contract Budget, including rights of pre-emption**, amounts to eight million three hundred eleven thousand nine hundred sixty eight euros (€8,311,968.00), including 24% VAT (budget ex. VAT: €6,703,200.00, 24% VAT: €1,608,768.00).

This budget amount is considered the maximum expenditure for the services rendered.

The **right of pre-emption which concerns the unilateral extension of the term of duration of the contract** for one (1) additional year amounts to three million four hundred sixty three thousand three hundred twenty euros (€3,463,320.00) including 24% VAT (budget ex. VAT: €2,793,000, 24% , VAT: €670,320.00).

The **right of pre-emption which concerns the assignment of services similar** to those set out in this notice up to 40% of the value of the initial contract (not including VAT and rights of pre-emption) amounts to one million three hundred eighty five thousand three hundred twenty

eight euros (€1,385,328.00), including 24% VAT (budget ex. VAT: €1,117,200.00, 24% , VAT: €268,128.00). The total amount of the right of pre-emption (up to 40% of the value of the initial contract - not including VAT and rights of pre-emption) shall be calculated on the basis of the value of the contract. This right of pre-emption may be exercised by TIF-HELEXPO S.A. both during the term of duration of the initial contract and be exhausted during said term, and during any extension to the term of duration of the initial contract for one (1) year. The right of pre-emption concerning the provision of additional, similar services which may amount to up to 40% of the value of the initial contract (not including VAT and rights of pre-emption) may be exercised by means of a unilateral written declaration by TIF-HELEXPO S.A. addressed to the Contractor at least thirty (30) days prior to the date of commencement of provision of the additional services.

It is clarified that the aforesaid right of pre-emption concerns both Project categories (Category A and Category B), as set out in paragraph 1.3 of Part B hereof, and may be exhausted in part or in whole by either of the 2 project categories.

For the purpose of facilitation, a table of the total project budget is presented below:

Project budget table

	Total cost of Category A (1)	Total cost of Category B (2)	Total for Category A and Category B (3) = (1)+(2)	Right of pre- emption for 1 year (4) = (3) x 50%	Right of pre- emption based on the budget up to 40% (5)=(3) x 40%	Total with pre- emption (3)+(4)+(5)
Total cost for the period from 1 August 2026 to 31 July 2027	€1,210,000	€1,583,000	€2,793,000	€2,793,000	€1,117,200	€6,703,200
Grand total ex. VAT	€1,210,000	€1,583,000	€2,793,000	€2,793,000	€1,117,200	€6,703,200
VAT	€290,400	€379,920	€670,320	€670,320	€268,128	€1,608,768
Total inc. VAT	€1,500,400	€1,962,920	€3,463,320	€3,463,320	€1,385,328	€8,311,968

TIF HELEXPO S.A. shall also have the right to **reduce the services requested in this notice** for Category A by up to 30% and for Category B by up to 60% of the value of the initial contract (not including VAT and rights of pre-emption). A reduction in the services requested shall not give rise to any right to the benefit of the Contractor other than the proportional reduction in the contractual price.

In any event of exercise of the aforesaid rights of pre-emption and the event of reduction of the services included in the notice, the contractor shall not be entitled to increase the unit prices offered and shall be obligated to accept the assignment of the additional services under the

same financial and other terms as those in effect for the assignment of the services requested herein, and to accept the reduction of the services requested herein.

In the event of exercise of the aforesaid rights of pre-emption, a supplementary contract or contracts shall be signed.

1.4 Consideration

The fee and total remuneration of the Contractor shall be determined on the basis of the financial tender submitted by the tenderer for executing the Project and on the basis of the agreed-upon services the tenderer has rendered.

The tender prices shall not be amenable to change during the effective term of the contract and shall remain fixed throughout its term of duration, with the exception of the following subparagraph. More specifically, the prices of Category A shall be readjusted annually on the basis of the rate of increase in consumer prices. The application of any change to tender prices shall take place on the basis of the Consumer Price Index (CPI) at the end of October of the current year in order for the price increase to be taken into account from the beginning of the subsequent year. In the event of any exercise of the right to extend the term of duration of the contract, the application of any change to tender prices shall take place in the appropriate manner in terms of time.

2. GENERAL TERMS OF THE TENDER PROCEDURE / REGULATORY FRAMEWORK

2.1 General information

This Ordinary Tender Procedure is being conducted under the terms of this notice and in accordance with the Procurement Regulation of TIF-HELEXPO S.A. which entered into effect pursuant to resolution No 72/10/23.06.2017 adopted by the Board of Directors (BoD) of the Company and amended pursuant to resolutions Nos 31/3/20.05.2022, 25/4/21.02.2024 and 78/10/17.06.2024 of the BoD and in accordance with the Code of Conduct and the company's Third-Party Due Diligence Policy. The scope of the Procurement Regulation is to lay down the terms and conditions governing the conclusion and performance of contracts for the supply of goods or provision of services to and preparation of designs for the société anonyme with the name 'Thessaloniki International Fair Single-Member S.A.', trading as 'TIF- HELEXPO S.A.'. The Procurement Regulation is available on the TIF-HELEXPO S.A. website. (https://helexpo.gr/wp-content/uploads/2019/07/kanonismos_symvaseon_deth_helexpo_tropopoiisi_10.06.2024.pdf).

Should any issue be otherwise regulated in the notice in relation to the Regulation, the call shall prevail.

2.1.1 Language

The contract documents have been prepared solely in the Greek language. Any objections must be submitted in the Greek language.

Tenders and the information contained therein shall be prepared in the Greek language or accompanied by an official translation thereof into the Greek language.

Documentary evidence shall be prepared in the Greek language or accompanied by an official translation thereof into the Greek language. The Hague Convention of 5 October 1961, which was ratified by virtue of Law 1497/1984 (Government Gazette, Series I, Issue 188), shall apply to foreign public documents and supporting documents.

More specifically, all public documents which concern foreign economic operators and which shall be submitted by the tenderers as part of this procedure shall be lawfully certified and the translation of these documents may be carried out either by the translation service of the Ministry of Foreign Affairs or the competent consulate, or a lawyer within the meaning of Article 454 of the Code of Civil Procedure and 36(c) of the Lawyers' Code, or by a sworn translator of the country of origin, provided such a service exists in the country in question.

Similarly, it is permitted to submit any public document and supporting document concerning a foreign enterprise in the form of a certified photocopy originating either from a document lawfully certified by the competent Consulate of the tenderer's country or from an original document bearing an 'Apostille' stamp in accordance with the Hague Convention of 5 October 1961. Such certification must have been effected by a lawyer within the meaning of Article 454 of the Code of Civil Procedure and Article 36(b) of the Lawyers' Code.

Technical bulletins and other forms - whether or not corporate - with specialised technical contents may be submitted in the English language, without being accompanied by a translation into the Greek language.

All manner of communication with TIF-HELEXPO S.A., as well as between the company and the contractor, shall necessarily take place in the Greek language.

2.1.2 Provision of Information - Clarifications

Interested parties may request, **exclusively in writing**, all necessary information or clarification concerning the tender procedure and the content of this notice from TIF - HELEXPO S.A. / PROCUREMENT DEPARTMENT, 154, Egnatia Street, Thessaloniki, GR-54636 (Mr Simos Apsis, tel. 2310291119, 2310291580, 2310291143, E-mail: supplies1@helexpo.gr). No prospective Contractor may under any circumstances invoke verbal answers provided by TIF-HELEXPO S.A. In order to facilitate the process, queries may also be submitted only via e-mail sent to supplies1@helexpo.gr.

Information or clarifications concerning the tender procedure and the content of this notice shall be provided by TIF - HELEXPO S.A. within no later than seven (7) days after the expiry of the deadline set for receiving tenders, and provided such were requested at least twelve (12) days prior to the expiry of the deadline set for receiving tenders.

It is noted that supplementary information concerning the contract documents, as well as written clarifications provided by TIF-HELEXPO S.A. in relation to queries by interested parties concerning the tender documents and procedure shall also be uploaded in aggregate and in electronic form on the TIF - HELEXPO S.A. website (<https://helexpo.gr/en/category/competitions/>).

After the tenders have been submitted and unsealed, clarifications, amendments and rebuttals concerning the terms of the notice or tenders shall not be accepted and shall be rejected as unacceptable. The competent Ordinary Tender Procedure Committee has the right, if it so deems necessary, to request a tenderer to provide clarifications concerning the content of their tender. In this case, the provision of the specific clarifications is mandatory for the tenderer and shall not be considered a counter-tender.

2.1.3 Personal Data Protection

TIF informs the natural person signing the tender as the Tenderer or as the Lawful Representative of the Tenderer, that the company and/or third parties, acting at its mandate and on its behalf, shall process personal data contained in the tender files and evidence submitted via the tender in the framework of this Tender Procedure, for the purpose of evaluating the tenders and informing other participants in the Tender Procedure, taking all reasonable measures to safeguard the confidentiality and security of data processing and their protection from any form of unlawful processing, in accordance with the provisions of the legislation in force on the protection of personal data.

2.2. Application of the Code of Ethics and Professional Conduct and the Third Party Due Diligence Policy

TIF-HELEXPO S.A. applies high-level rules of transparency and integrity throughout the company's activities and expects all third parties with whom it enters into transactions to fully respect its principles and values, and to demonstrate professional and ethical behaviour. Relations between TIF-HELEXPO S.A. and third parties with whom it enters into transactions must be governed by transparency, integrity, trust, respect and honesty in order to thus ensure both the effectiveness of the cooperation in question and the company's reputation and credibility, as set out in the Code of Ethics and Professional Conduct adopted by the company. In this context, before a business relationship with third parties begins, the relevant due diligence process, as described in Third Party Due Diligence Policy, is implemented.

Given the nature of TIF-HELEXPO S.A.'s activities, prior to the selection and commencement of cooperation/transactions with third parties, the relevant due diligence processes aim to ensure, to the greatest possible extent, that the reputation, prestige and capabilities of the third party selected are sufficient and satisfactory and that cooperation with said third party will not place TIF-HELEXPO S.A. at risk as regards corruption, bribery, financial crimes, conflict of interest and protection of personal data.

In view of the foregoing, the assignment of the contract to the contractor to emerge in the framework of this ordinary Tender Procedure shall take place in accordance with the rules laid down in the Third Party Due Diligence Policy adopted by TIF HELEXPO S.A. pursuant to resolution No 113/12/20-12-2022 adopted by its Board of Directors.

The due diligence process shall be carried out in two stages. The first level concerns a pre-contractual assessment of the level of risk concerning corruption, bribery, financial crimes, conflicts of interest, and the fitness of the third party.

In order to ensure better review and evaluation, a questionnaire shall be used, which must be filled out by the third party. A template of this questionnaire is included in **ANNEX III** hereto. Where the level of risk is classified as "increased" or the review identifies anything suspicious,

then additional due diligence is required with the assistance of the Regulatory Compliance Officer to assess whether TIF-HELEXPO S.A. could cooperate with the third party in question. If the cooperation/transaction (based on a documented analysis/evaluation) is approved, the due diligence process enters its second stage, during which the third party will be asked to sign the relevant increased risk contractual clauses in order for the process to be completed. Otherwise, the third party will be informed that cooperation cannot go ahead, and the company reserves the right not to sign a contract with the contractor and to award the contract to the next lowest bidder, provided their tender is deemed advantageous, and the latter shall be obligated to comply with the due diligence process before the contract is signed.

Consequently, the second stage of the due diligence process concerns the contractual commitment of the contractor to combating corruption and bribery, and to acting in accordance with its principles and values of TIF-HELEXPO S.A., as set out in the Code of Ethics and Professional Conduct of the company.

The Third Party Due Diligence Policy, as adopted pursuant to the aforesaid BoD resolution, has been uploaded to the company's website, <https://helexpo.gr/wp-content/uploads/2024/12/THIRD-PARTY-DUE-DILIGENCE-POLICY.pdf>.

Participation in the tender procedure and all its stages constitutes an irrebuttable presumption that the candidate has reviewed the notice and its annexes, fully accepts them and unreservedly undertakes to comply with the obligations deriving from their terms.

Failure on the part of the contractor to be fully informed and collect all information and data concerning the terms of this tender procedure shall not release the contractor from liability to fully comply with its contractual obligations.

TIF-HELEXPO S.A. is not bound to proceed with the final selection of a contractor from among the candidates submitting a tender, and reserves the right to postpone, cancel, frustrate or declare unsuccessful the tender procedure, and to repeat the tender procedure under the same or amended terms and content, at its unfettered discretion, without bearing any liability whatsoever towards the participants in the tender procedure and/or third parties. Participation in the tender procedure takes place at the responsibility of each candidate, who does not have a right to compensation or any other right solely due to this reason.

Candidates are under no circumstances entitled to compensation for expenditure incurred due to or on the occasion of their participation in any stage of the tender procedure, including expenditure incurred for the preparation and submission of the required supporting documents. The relevant expenditure shall be borne in whole by the candidates.

No interested party may participate with more than one tender. No natural or legal person participating separately or together with other natural or legal persons in the tender procedure may participate with more than one tender.

2.3 Right to and requirements for participation

2.3.1 Persons entitled to Participate

TIF HELEXPO S.A. shall accept the participation of all interested natural or legal persons and groups of persons submitting a joint tender, provided they are established or lawfully operating in a Member State of the European Union or the European Economic Area, without discrimination and under the same conditions applicable to domestic candidates. Participants from third countries - parties to the international Government Procurement Agreement of 15 April 1994, as ratified by Greek Law 2513/1997 (Government Gazette, Series I, Issue 139), shall also be accepted, provided the contract falls within the scope of the Agreement in question, and on condition that the criteria for qualitative selection set out in the notice are satisfied.

Natural or legal person or groups must submit relevant supporting documents in order to prove their registration with a professional or trade register or produce a sworn attestation or certificate under the conditions set out in the legislation of their country of establishment.

No interested party may participate with more than one tender. No natural or legal person participating separately or together with other natural or legal persons in the tender procedure may participate with more than one tender.

2.3.2 Groups of persons / Joint ventures being established

1. Groups of persons or joint ventures being established may submit a tender without being obligated to assume a specific legal form. In all cases, **a written agreement between the contracting parties is required.**

2. TIF-HELEXPO S.A. may require groups of economic operators / joint ventures being established to assume a specific legal form once they have been awarded the contract, to the extent that assuming this legal form is necessary for the satisfactory performance of the contract. In particular, it may require that the contractor-group / joint venture being established have such a legal form so as to ensure the existence of a single tax identification number for the group (e.g. joint venture established by means of notarial instrument).

3. In cases of a tender submitted by a group / joint venture of economic operators being established, all its members shall be held jointly and severally liable towards TIF-HELEXPO S.A. If the contract is awarded to the group / joint venture being established, said liability shall persist until the contract has been performed in full.

4. Any interested supplier, service provider, whether natural or legal person, may participate as a member or as a sub-contractor or provider of adequacy or other technical or economic capability to a single participating group / joint venture being established during the award stage, on penalty of disqualification of tenders in which said person participates in any of the aforesaid capacities.

5. Groups / joint ventures of economic operators being established shall submit joint offers which must be necessarily signed either by all economic operators making up the group / joint venture being established or a duly authorised representative thereof. The tender must necessarily contain a written agreement between the members describing the extent and object of participation (including the fee allocation between them) of each member of the group / joint venture being established, as well as its representative/coordinator.

6. Where, due to inability on any grounds or due to force majeure, a member of a group / joint venture being established cannot perform the obligations of the group / joint venture being established at the time of tender evaluation, the other members shall remain liable for the entirety of the joint tender at the same price. If this inability occurs at the time of performance of the contract, the other members shall remain liable for completing it at the same price and under the same terms. In both cases, the remaining members of the group / joint venture may propose a replacement. The replacement may be approved pursuant to a resolution adopted by the Board of Directors of TIF - HELEXPO S.A. following an opinion from the competent body.

2.3.3 Bonds

2.2.3.1 Participation bond

- a) In order to participate in the procedure of the contract which is the subject of the notice, tenderers must produce a participation bond. The effective term of the bond must be greater by at least one (1) month than the effective term of the tender being requested, i.e. one hundred fifty (150) days, and shall be returned after the contract is awarded to the contractor by TIF-HELEXPO S.A.
- b) The amount of the participation bond shall be 2% of the estimated value of the contract, excluding rights of pre-emption and excluding VAT, i.e. €55,860.00.
- c) The participation bond of the selected contractor shall be forfeited to TIF-HELEXPO S.A. if the contractor withdraws its tender during its effective term, provides false data or information, as set out in Articles 2.3.4 - 2.3.8, does not produce the supporting documents required for the award, as required in each case, or fails to appear in good time to sign the contract.
- d) The participation bonds of the contractor and other candidates included in the final ranking table shall be returned following submission of the performance bond required by the contractor and within fifteen (15) days from the date the contractor signs the contract. The bonds of participants who were excluded at a previous stage of the award procedure shall be returned to them within fifteen (15) days from the date the stage in question concluded, provided no legal remedies or pleas have been lodged or the deadline for lodging a legal remedy or plea has elapsed without action or the participants have waived the foregoing.
- e) Tenders without a bond shall be rejected as unacceptable and not taken into consideration.
- f) The participation bond must, on penalty of exclusion, have been issued in accordance with the foregoing.

2.3.3.2 Performance bond

- a) At the time of signing of the contract, the contractor shall submit a contract performance bond, replacing its tender procedure participation bond.
- b) The performance bond amount shall be specified as 4% of the contract value, excluding VAT. The performance bond is provided to cover the contractor's liability towards TIF-HELEXPO S.A. for the timely, proper performance of the contract in accordance with the terms agreed upon, shall remain in effect throughout the term of performance of the contract, shall be accordingly extended in the event of time extension, and shall be returned to the contractor

within two (2) months from the date of final quantitative and qualitative acceptance of the scope of the contract by TIF-HELEXPO S.A. and following settlement of any claims.

The performance bond shall be forfeited in the event of breach of the terms of the contract and the notice. In all cases, the Performance Bond must remain in effect until it is returned to the bank/credit institution or until TIF-HELEXPO S.A. sends a written declaration concerning its release.

c) In the event of an increase in the economic scope during the performance of the contract or any extension to its term of duration, the contractor may be required to submit a supplementary performance bond. In the event of a decrease in the economic scope, as noted above, the bond amount may be reduced accordingly, following a request by the contractor.

The participation and performance bonds shall be issued by credit or financial institutions or insurance firms, within the meaning of Article 14(1)(b) and (c) of Law 4363/2016 (Government Gazette, Series I, Issue 13) lawfully operating in Greece or a different Member State of the European Union or the European Economic Area or a party to the Government Procurement Agreement and have that right.

Such bonds may also be issued by the Engineers and Public Works Constructors Fund (TMEDE) or provided in the form of a bill issued by the Consignment Deposits & Loans Fund with consignment of the corresponding monetary sum thereto. If a consignment is established with a securities consignment bill at the Consignment Deposits & Loans Fund, the coupons or dividends maturing during the term of the bond shall be returned after their maturity to the economic operator in whose favour the bond was issued.

In cases of groups of persons submitting a joint tender, participation and performance bonds shall, on penalty of exclusion, personally, jointly and severally cover the liability of all members expressly named in the letter. In cases of groups/joint ventures/joint ventures of economic operators being established, the aforesaid bonds shall also include, on penalty of exclusion, a term stipulating that "the bond covers the obligations of all the economic operators participating in the group/joint venture/joint venture being established", personally and for each of them as jointly and severally liable due to their capacity as members of the group or joint venture or joint venture being established.

There may be a single bond letter for the entirety of the bond provided or the sum of several bond letters, provided each letter jointly and severally covers the liability of all members.

Bonds shall be prepared in the Greek language or shall necessarily be accompanied by an official translation.

Bonds shall necessarily include a term concerning waiver of the guarantor of the pleas of division and discussion and all other related pleas, as well as the obligation of the guarantor to pay TIF-HELEXPO S.A. the sum of the bond within a specific deadline, following written notice by TIF-HELEXPO S.A., without pleas or objections, and without the guarantor being entitled to inquire as to the existence or lawfulness of TIF-HELEXPO S.A.'s claim. The term

need not be included where the bond letters are provided by means of a bill issued by the Consignment Deposits & Loans Fund.

Therefore, the participation and performance bonds referred to in Article 2.3.3 include the following information as a minimum:

- a) the date of issue,
- b) the issuer,
- c) the name 'Thessaloniki International Fair Single-Member S.A.' to which they are addressed,
- d) the bond number,
- e) the amount covered by the bond,
- f) the full name, TIN and address of the economic operator in whose favour the bond is being issued,
- g) terms stipulating that:
 - aa) the bond is being provided unreservedly and irrevocably, and the issuer waives the right of division and discussion; and
 - bb) should it become forfeit, the forfeiture amount shall be subject to stamp duty,
- h) the information of the notice or call for expressions of interest and the deadline for submission of tenders,
- i) the bond expiry date or effective term,
- j) the undertaking of an obligation by the issuer of the bond to pay the bond amount in whole or in part within five (5) days of ordinary written notice to the party to which it is addressed, and
- k) in cases of performance and advance bonds, the number and title of the contract.

Indent (aa) of subparagraph (g) above shall not apply to bonds provided in the form of a bill issued by the Consignment Deposits & Loans Fund.

TIF may contact the issuers of bonds in order to ascertain their validity.

2.3.4 Personal status of candidates- Grounds for exclusion

2.3.4.1 An economic operator shall be excluded from participating in this contract (tender) procedure if one or more of the following reasons apply to them (if they are an individual natural or legal person) or one of its members (if they are a group of economic operators):

a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42);

b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1), in Article 2(1) of Council Framework Decision 2003/568/JFIA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), and in the legislation in force or the national law of the country of the economic operator;

c) fraud affecting the financial interests of the European Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on combating, through criminal law, fraud affecting the financial interests of the Union (OJ L 198/28.07.2017) and the crimes referred to in Articles 159A (bribery of political persons), 216 (forgery), 236 (corruption of an official), 237(2) to (4) (bribery of judicial officers), 242 (false attestation, adulteration, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (fraud related to grants), 390 (breach of trust) of the Penal Code and Articles 155 et seq. of the National Customs Code (Law 2960/2001, Government Gazette, Series I, Issue 265), when these are directed against the financial interests of the European Union or linked to the infringement of these interests, as well as the crimes referred to in Articles 23 (cross-border VAT fraud) and 24 (ancillary provisions for the criminal protection of the financial interests of the European Union) of Law 4689/2020 (Government Gazette, Series I, Issue 103);

d) terrorist offences or crimes related to terrorist activities, as defined, respectively, in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017) or inciting or aiding or abetting or attempting to commit a crime, as defined in Article 14 thereof, and the crimes referred to in Articles 187A and 187B of the Penal Code, as well as the crimes referred to in Articles 32-35 of Law 4689/2020 (Government Gazette, Series I, Issue 103);

e) money laundering or terrorist financing as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, the amendment to Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (OJ L 141, 05.06.2015), and the crimes referred to in Articles 2 and 39 of Law 4557/2018 (Government Gazette, Series I, Issue 139);

f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JFIA (OJ L 101, 15.4.2011, p. 1), which was transposed into Greek law pursuant to Law 4198/2013 (Government Gazette, Series I, Issue 215).

The obligation to exclude an economic operator shall also apply where the person convicted by non-appealable judgment of conviction is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein.

The obligation laid down in the preceding subparagraph particularly concerns:

aa) in cases of limited liability companies (LLCs) and personal companies (General Partnerships and Limited Partnerships), as well as Private Companies, their managers;
bb) in cases of sociétés anonymes (SAs), their CEO and all directors. In all other cases of legal persons, the obligation of the preceding paragraphs concerns their lawful representatives.

If, in cases (a) to (f) above, the exclusion period referred to above has not been determined by means of an irrevocable decision, that period shall be five (5) years from the date of the conviction by means of an irrevocable decision.

2.3.4.2 Any economic operator shall be excluded from participating in a procurement procedure if TIF - HELEXPO S.A.:

a) is aware that the economic operator has failed to fulfil its obligations in respect of payment of taxes or social security contributions and this has been established by a judicial or administrative decision with non-appealable and binding effect, in accordance with the provisions of the country where that operator is established or national law; and/or

b) can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

If the economic operator is a Greek citizen or is established in Greece, its obligations concerning social security contributions shall cover both main and ancillary insurance.

The obligations of cases (a) and (b) shall not be deemed to have been breached if they have not fallen due or if they have been made subject to a binding settlement that is being respected.

Cases (a) and (b) shall no longer apply when the economic operator has fulfilled its obligations by paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines, or by entering into a binding arrangement for their payment.

TIF-HELEXPO S.A. may also provide for a derogation from the mandatory exclusion provided in paragraph 2.3.4.2, where an exclusion would be clearly disproportionate, in particular where only minor amounts of taxes or social security contributions are unpaid or where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of taking measures as provided for in the immediately preceding paragraph, before expiration of the deadline for requesting participation or the deadline for submitting its tender.

2.3.4.3 Any economic operator situated in any of the following situations shall be excluded from participation in a procurement procedure:

a) where the economic operator is bankrupt or is the subject of resolution or statutory liquidation or placed under compulsory receivership by a liquidator or by the court, where it is made subject to a bankruptcy settlement procedure, where its business activities are suspended or is in any such situation arising from a similar procedure under national statutory provisions;

b) where TIF-HELEXPO S.A. has sufficient reasonable indications to conclude that the economic operator has entered into agreements with other economic operators with a view to distorting competition;

c) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract with TIF-HELEXPO S.A. which led to early termination of that prior contract, damages or other comparable sanctions;

d) where the economic operator has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents for the award;

- e) where the economic operator has undertaken to unduly influence the decision-making process of TIF-HELEXPO S.A., to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award;
- f) where TIF-HELEXPO S.A. considers that the economic operator has committed grave professional misconduct, which renders its integrity questionable, or has engaged in conduct in breach of contract towards TIF-HELEXPO S.A.;
- g) where the economic operator has not fully and duly performed any contractual obligation on its part towards TIF-HELEXPO S.A. and, in particular, if it has not paid TIF-HELEXPO S.A. any monetary claim owed duly and in full.

By way of derogation from the provisions of case (a) of the preceding paragraph, TIF-HELEXPO S.A. need not exclude an economic operator found in any of the situations referred to in the aforesaid case, on condition that the Company considers that this operator is able to perform the contract, taking into account the applicable provisions and measures on the continuation of business in the case of the situations referred to in case (a) of the preceding paragraph.

2.3.4.4 TIF-HELEXPO S.A. may exclude an economic operator at any time during the procedure, where it is proven that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs 2.3.4.1 and 2.3.4.2 above.

TIF-HELEXPO S.A. may exclude an economic operator at any time during the procurement procedure, where it turns out that the economic operator in question is, in view of acts committed or omitted either before or during the award procedure, in one of the situations referred to in paragraphs 2.3.4.3.

2.3.4.5 Any economic operator that is in one of the situations referred to in paragraphs 2.3.4.1 and 2.3.4.3 above may provide evidence to prove that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered sufficient, TIF-HELEXPO S.A. need not exclude the economic operator in question from the procurement procedure. The measures taken by the economic operators shall be evaluated, taking into account the gravity and particular circumstances of the criminal offence or misconduct. If the measures are considered to be insufficient, the economic operator shall receive a statement of the reasons for that decision.

2.3.4.6 This notice, instead of supporting documents, requires submission of a solemn declaration by participants that the aforesaid grounds for exclusion do not apply to them. A template of that solemn declaration is provided with the Notice documents in Annex I. The supporting documents required shall necessarily be submitted by the tenderer to whom the contract is to be awarded, as set out in 3.2 hereof.

2.3.4.7 If issuance of one or more of the supporting documents required is not provided for in the state of origin or establishment of the candidate or these do not cover all the grounds for exclusion, they may be replaced or supplemented by an affidavit or solemn declaration made before a competent judicial or administrative authority, a notary public or a professional organisation of said state or other equivalent document attesting non-issuance of the document required or non-application of the grounds for exclusion.

2.3.4.8 Documentary evidence shall be prepared in the Greek language or accompanied by an official translation thereof into the Greek language. The Hague Convention of 5 October 1961, which was ratified by virtue of Law 1497/1984 (Government Gazette, Series I, Issue 188), shall apply to foreign public documents and supporting documents.

2.3.4.9 Economic operators shall also be excluded from participating in the procedure for the conclusion of this contract if the conditions for application of Article 8(4) of Law 3310/2005, as in force, are met.

2.3.4.10 Groups of persons or joint ventures shall submit the supporting documents required for each of their members. Grounds for exclusion that concern each member and any application thereof to a member shall result in the overall exclusion of the participating group or joint venture.

2.3.5. Fitness to engage in professional activity

Economic operators participating in the procedure for the conclusion of this contract are required, **on penalty of exclusion**, to engage in professional activity related to the subject-matter of the services to be provided, i.e. to provide exhibition equipment provision and installation services.

Economic operators established in a Member State of the European Union must be registered with one of the relevant registers held in their state of establishment. In the case of economic operators established in a Member State of the European Economic Area (EEA) or in third countries that are parties to the GPA, or in third countries that do not fall under the previous case and have concluded bilateral or multilateral agreements with the European Union in matters of public procurement procedures, they must be registered with their respective registers. Economic operators established in Greece are required to be registered with the relevant Chamber or to be legally exempt from such registration.

In the case of a Group of companies/Joint Venture, this minimum requirement must be covered by each member of the Group/Joint Venture.

2.3.6 Economic and financial standing

With regard to economic and financial standing for this procurement procedure, economic operators are required, **on penalty of exclusion**:

to have a total turnover for the accounting periods of 2023, 2024 and 2025 equal to or greater than the budgeted expenditure, excluding VAT (including rights of pre-emption), i.e. €6,703,200.00 in total for those three years. If the economic operator has been in business for less than three accounting periods, then its average turnover, per year, for all accounting periods it was in business should be at least equal to 50% of the project budget (including all rights of pre-emption and excluding VAT), i.e. equal to or greater than €3,351,600.00.

In the case of a Group of companies/Joint Venture, all the above financial conditions may be cumulatively covered by the members of the Group/Joint Venture.

2.3.7 Technical and professional ability

As regards technical and professional ability for this procurement procedure:

1. Participants should have successfully completed **at least three (3) similar service provisions projects of a maximum duration of 12 months, amounting to EUR 1,000,000.00, excluding VAT, each over the 2023-2025 three-year period.** A similar project is recognised as a work of the same scope, i.e. construction of exhibition structures and equipment. Such projects should be accompanied by the corresponding documentation, i.e. certificates of proper performance/solemn declarations. TIF-HELEXPO S.A. reserves the right to verify the accuracy and truthfulness of the content of the certificate of proper performance/solemn declaration.

2. Economic operators must have the appropriate staff, the appropriate machinery, facilities and technical equipment available for the performance of the contract. The minimum necessary requirement shall be availability of the minimum required equipment as set out in 1.3 of Part B.

In the case of a Group of companies/Joint Venture, all the above conditions may be cumulatively covered by the members of the Group/Joint Venture.

2.3.8 Quality assurance standards

Economic operators for this procurement procedure must, **on penalty of exclusion**, hold:

- A Quality Certificate under EN ISO 9001 or other equivalent standard.

TIF shall recognise equivalent certificates issued by bodies accredited by equivalent accreditation bodies, established in other Member States. TIF shall also accept other evidence of equivalent quality assurance measures, provided the economic operator in question was not able to obtain such certificates within the relevant time limits for reasons which the operator was not responsible, on condition that the economic operator demonstrates that the proposed quality assurance measures meet the required quality assurance standards.

In the case of a Group of companies/Joint Venture, the above conditions must be met by all members of the Group/Joint Venture.

2.3.9 Reliance on the capacities of other operators

Economic operators may, with regard to the criteria of economic and financial standing (referred to in paragraph 2.3.6) and the criteria relating to technical and professional ability (referred to in paragraph 2.3.7), rely on the capacities of other operators, irrespective of the

legal nature of their links with them, in accordance with and in accordance with Article 12 of the Procurement Regulation of TIF-HELEXPO S.A.

In this case, they shall demonstrate that they will have the necessary resources at their disposal, in particular by producing the relevant commitment of the operators on whose capacity they are relying. **In addition, economic operators must, on penalty of exclusion, demonstrate that the third parties on whose capacity they rely possess the qualifications required by this notice, i.e. non-application of the grounds for exclusion - personal status of candidates and the relevant selection criteria for which the economic operator relies on third parties, in accordance with Article 12 of the Procurement Regulation.**

With specific regard to criteria relating to professional ability or relevant professional experience, economic operators may only rely on the capacities of other operators where the latter will perform the works or services for which these capacities are required.

Where an economic operator relies on the capacities of other operators with regard to criteria relating to economic and financial standing, as required under this notice, such economic operators and the operators on whom they rely shall be jointly liable for the performance of the contract.

Under the same conditions, a group of economic operators/joint venture being established may rely on the capacities of participants in the group/joint venture being established or of other operators.

2.3.10 Subcontracting

The economic operator may assign to third parties, in the form of subcontracting, a section or sections of the contract not exceeding forty per cent (40%) of the total value of the contract either at its start of or during the term of duration of the contract. In this case, candidates shall submit a declaration together with their tender specifying:

- a) the section or sections of the contract they intend to subcontract;
- b) the percentage of the total value of the contract they intend to subcontract.

Prospective economic operators are obligated to jointly submit a solemn declaration by the subcontractor or its lawful representative concerning acceptance of the scope of the subcontract, as well as the section of the contract it intends to undertake.

The subcontractor must, on penalty of exclusion, hold the corresponding qualifications required by this notice, i.e. non-application of the grounds for exclusion – personal status of candidates and the appropriate engagement in a professional activity. **On penalty of exclusion, the above supporting documents must also be produced for the subcontractor.**

TIF-HELEXPO S.A. shall verify application of the grounds for exclusion. Where such verification shows that there are grounds for exclusion, TIF-HELEXPO S.A. shall request their replacement.

During the award procedure, subcontractors need not produce any other supporting documents.

The contractor shall not be discharged from its contractual obligations and liability due to assignment of execution of a section of the contract to a subcontractor. The contractor and the subcontractor shall be held jointly and severally liable towards employees for the payment of all manner of remuneration and social security contributions.

Subcontractors shall not acquire any contractual relationship to the Company.

In any case, any issue arising in relation to subcontracting shall be resolved on the basis of the provisions of Article 19 of the Procurement Regulation of TIF-HELEXPO S.A. which entered into effect pursuant to resolution No 72/10/23.06.2017 adopted by the Board of Directors (BoD) of the Company and amended pursuant to resolutions Nos 31/3/20.05.2022, 25/4/21.02.2024 and 78/10/17.06.2024 of the BoD.

2.3.11 Rules concerning proof of qualitative selection

2.3.11.1 Preliminary proof during submission of tenders

As preliminary proof that the economic operators submitting tenders: a) are not in one of the situations set out in paragraph 2.3.4 and b) meet the relevant selection criteria set out in paragraphs 2.3.5-2.3.8 hereof, they shall produce, at the time of submission of their tenders, as a supporting document, the Solemn Declaration provided for in Annex I, which constitutes an updated solemn declaration, carrying the consequences laid down in Law 1599/1986.

Submitting a false solemn declaration as provided for in Annex I shall constitute grounds for exclusion of the economic operator.

The representative of the economic operator means its lawful representative, as this arises from its effective Articles of Association or representation report at the time of submission of the tender, or the natural person duly authorised to represent the economic operator for procurement procedures or for a specific procurement procedure.

In the case of submission of a tender by a group of economic operators, the Solemn Declaration shall be submitted separately by each member of the group.

Where the economic operator relies on the capacities of third parties, the operator shall submit a declaration form in accordance with Annex I.

2.3.11.2 Evidence

A. The right of participation of economic operators and the terms and conditions of their participation, as set out in paragraphs 2.3.4-2.3.8, shall be determined at the time of submission of the tender, at the time of submission of the supporting documents provided for herein, and at the time of conclusion of the contract.

B.1 In order to prove that the **grounds for exclusion** referred to in paragraph 2.3.4 do not apply, economic operators shall provide the following supporting documents:

a) for paragraph 2.3.4.1, an excerpt from the relevant register, issued no later than the deadline

for submission of offers in the present notice, such as the criminal record or, absent that, an equivalent document issued by a competent judicial or administrative authority of the Member State or country of origin or the country where the economic operator is established indicating that these conditions are met. The obligation to provide such excerpt shall concern the persons referred to in paragraph 2.3.4.1, i.e. also the members of the administrative, management or supervisory body of that economic operator or the persons having power of representation, decision-making or control over the operator.

b) for paragraphs 2.3.4.2, a certificate issued by the competent authority of the Member State or country in question, which is in effect at the time of its submission, otherwise, where it does not refer to that effective period, issued up to three (3) months prior to its submission.

With specific regard to the cases referred to in paragraph 2.3.4.2a, in addition to the aforesaid certificate, the tenderer shall submit a solemn declaration that no judgment or administrative decision with non-appealable and binding effect has been handed down or issued for breach of the tenderer's obligations in respect of payment of taxes or social security contributions.

For the cases referred to in Article 2.3.4.2 b, certificates issued by the competent authorities, as the case may be, showing that the economic operator has no outstanding debts in relation to its obligations relating to the principal and ancillary social security contributions at the date of submission of the award supporting documents, and that the economic operator has no outstanding debts in relation to the date of submission of the supporting documents (certificates of no outstanding tax and social security debts).

Additionally, a solemn declaration regarding social security bodies (where the provisional contractor is established in Greece, this concerns primary and ancillary social security bodies) to which the contractor must pay contributions.

As regards ancillary social security bodies, the certificate may be replaced by a solemn declaration issued by the lawful representative indicating that the economic operator has no outstanding debts in relation to its financial obligations.

Where the economic operator has entered into an arrangement concerning its debts, it must submit relevant documents demonstrating compliance with the arrangement.

c) in case (a) of paragraph 2.3.4.3, a **Certificate**, issued within the last three months from the date of publication of the notice issued by the competent authority of the Member State or country in question indicating that the economic operator has not declared bankruptcy, or been made subject to resolution or statutory liquidation proceedings, or is under compulsory receivership by a liquidator or by the court, or made subject to a bankruptcy settlement procedure, or has suspended its business activities, or is in any such situation arising from a similar procedure under national statutory provisions;

If the Member State or country in question does not issue such a document or certificate or where such document or certificate does not cover all the cases referred to in paragraphs 2.3.4.1, 2.3.4.2 and in case (a) referred to in paragraph 2.3.4.3, the document or certificate may be replaced by an affidavit or, in the Member States or countries where no affidavit is provided for, by a solemn declaration of the person in question made before a competent judicial or administrative authority, notary public or competent professional or commercial body of the Member State or country of origin or the country where the economic operator is established.

The competent public authorities shall, where necessary, provide a formal declaration that the documents or certificates referred to in this paragraph are not issued or that such documents do not cover all the cases referred to in paragraphs 2.3.4.1., 2.3.4.2 and case (a) of paragraph 2.3.4.3.

As regards the other cases referred to in paragraph 2.3.4.3, a solemn declaration by the economic operator submitting the tender made before a competent judicial or administrative authority, notary public or a competent professional or commercial body of its Member State or country of origin or country of establishment that the grounds for the operator's exclusion laid down in paragraph 1 do not apply.

d) with regard to paragraph 2.3.4.9, supporting documents concerning the registration of shares, provided the provisional contractor is a société anonyme or a legal person in whose shareholding includes a foreign société anonyme or foreign legal person corresponding to a société anonyme.

More specifically, the following must be produced:

i) to prove the exemption from the obligation of registration of their shares as referred to in case (a) of paragraph 2.3.4.9, an attestation from the competent Stock Exchange.

(ii) with regard to the exemption referred to in case (b) of paragraph 2.3.4.9, to provide control of voting rights, a solemn declaration from the audited company, and where it is different from the provisional contractor, an additional solemn declaration from the latter, indicating the investment firms, capital/asset management companies or venture capital funds, as the case may be, and the total percentage of voting rights they control in the company they control. These solemn declarations shall necessarily be accompanied by an attestation or other document indicating that the companies controlling the voting rights are supervised in accordance with the provisions of paragraph 2.3.4.9.

iii) Supporting documents for the registration of shares of the provisional contractor:

- Certificate issued by the competent authority of the state of establishment indicating that the shares are registered, issued up to thirty (30) working days prior to submission.
- Detailed list with the particulars of the company's shareholders and the number of shares held by each shareholder (shareholder list), as such information is recorded in the company's shareholder ledger, at most thirty (30) working days prior to the date of submission of the tender.

More specifically:

- As regards sociétés anonymes established in Greece, a certificate issued by the General Commercial Register (GEMI) indicating that their shares are registered, and a detailed list with the particulars of the company's shareholders and the number of shares held by each shareholder (shareholder list), as such information is recorded in the company's shareholder ledger, at most thirty (30) working days prior to the date of submission of the tender.

- With regard to foreign sociétés anonymes or foreign legal persons corresponding to sociétés anonymes:

A) if they have registered shares under the law of their country of establishment, they must produce:

- i) a certificate issued by the competent authority of their country of establishment indicating that their shares are registered.

ii) a detailed list of shareholders, indicating the number of shares held by each shareholder, as such information is recorded in company's shareholder ledger, at most 30 working days prior to submission of the tender.

iii) Any other information indicating the registration of shares up to the point of a natural person that has taken place in the last thirty (30) working days prior to submission of the tender.

B) if there is no obligation concerning provision for registration of shares, they must produce:

i) an attestation concerning the non-obligation of registration of shares issued by a competent authority, where this is provided for, otherwise the tenderer must submit a solemn declaration.

Where registration is not provided for, the tenderer shall submit a solemn declaration.

(ii) a valid and up-to-date list of persons holding at least 1% of the shares or voting rights;

iii) if no such list is kept, a relevant list of persons holding at least one percent (1%) of the shares or voting rights, according to the last General Meeting held, where such persons are known to the company, must be submitted. Otherwise, the company shall justify the reasons why the above persons are not known, and the contracting authority does not have discretion in light of such reasoning.

All the above documents must be certified by the legally competent authority of the candidate's state of establishment and accompanied by an official translation into Greek.

Shortcomings in the supporting documents concerning share registration shall be rectified on the basis of the principles of equal treatment and transparency. TIF shall require tenderers to provide clarifications where the information or documentation to be submitted is or appears to be incomplete or incorrect, or where specific documents are missing, require them to submit, supplement, clarify or complete the relevant information or documentation, with a deadline of no less than ten (10) and no more than twenty (20) days from the date the relevant invitation was communicated to them. Supplementation or clarification shall be requested and accepted on condition that the economic operator's tender is not modified and it relates to information or data whose earlier date compared to the deadline for the receipt of tenders can be objectively verified. The above apply *mutatis mutandis* to any missing declarations, on condition that they attest to objectively verifiable facts.

TIF shall also check, on penalty of inadmissibility of the tender, whether the procedure is taking place with the participation of an offshore company from "non-cooperative states for tax purposes" within the meaning of Article 65(3) and (4) of Law 4172/2013, as well as from states that have a preferential tax regime, as set out in the list included in the decision referred to in Article 65(7) of the aforesaid Law, as provided for in Article 4(4)(a) of Law 3310/2005.

B.2 In order to prove the requirement laid down in Article 2.3.5 (**proof of suitability to pursue the professional activity**), they must submit a certificate/attestation issued by the relevant professional or commercial register of their state of establishment.

More specifically, economic operators must be registered with one of the professional or commercial registers held in their Member State of establishment.

With specific regard to economic operators established in Greece, they must be registered with the relevant Chamber.

B.3 In order to prove the requirement laid down in Article 2.3.6 (**economic and financial standing**):

a) a copy or excerpts of balance sheets of the 2023, 2024 and 2025 accounting periods, where they are required to issue balance sheets (in cases where the publication of balance sheets is required in accordance with the corporate law of the country where the economic operator is established). In the event of non-approval of the financial statements for 2025, up to the date of submission of tenders, the company's accounting records dated 31 December 2025 may be presented, indicating the turnover, accompanied by a solemn declaration prepared by the lawful representative.

b) Where they are not required to issue balance sheets, a solemn declaration under Law 1599/1986 indicating the total amount of annual turnover for the years 2023 - 2025, wherein they declare the general annual turnover (all activities) per year, as follows:

1. year (2023) turnover (.....)
2. year (2024) turnover (.....)
3. year (2025) turnover (.....)

including the corresponding copies of the tax returns or tax assessments or E3 form for the period corresponding to the three (3) accounting periods, to confirm the content of the aforesaid Solemn Declaration.

If the economic operator has been in business for less than three accounting periods, then its average turnover, per year, for all accounting periods it was in business should be at least equal to 50% of the project budget (including all rights of pre-emption and excluding VAT).

c) An Insurance Policy in accordance with paragraph 4.5 hereof.

B.4 In order to prove the **technical and professional ability** referred to in paragraph 2.3.7, economic operators must produce the following:

a) a list of the main projects providing similar services, carried out during the 2023-2025 three-year period, indicating the corresponding amount, date and owner of the project.

The list must be drawn up in accordance with the following table:

S/N	CLIENT	BRIEF DESCRIPTION OF SERVICES	DURATION OF EXECUTION (from – to)	CONTRACT VALUE	AMOUNT OF PART. IN THE PROJECT	DOCUMENTATION

It is noted that “Documentation” means, for example, a certificate of proper performance. If it is not possible to issue certificates of proper performance, the candidate may also produce a Solemn Declaration. In this case, TIF-HELEXPO S.A. reserves the right to check the accuracy and truthfulness of the content of the aforesaid Solemn Declaration.

B.5 In order to prove their compliance with the **quality assurance standards** provided for in 2.3.8, economic operators must produce the following required quality assurance certificate.

- A Quality Certificate under EN ISO 9001 or equivalent standard.

B.6 In order to prove lawful representation, where the economic operator is a legal person and is obligated, in accordance with the legislation in force, to declare its representation and changes to a competent authority (e.g. the General Commercial Register - GEMI), the operator shall produce a relevant certificate of valid representation, issued up to thirty (30) working days prior to its submission. In other cases, the case-by-case lawful representation documents (e.g., Articles of Association, corresponding Government Gazette issues, establishment of the BoD as a body, in cases of S.A.s, etc., depending on the legal form of the economic operator), accompanied by a solemn statement from the lawful representative that these remain in effect at the time of submission. In order to provide the lawful incorporation of and changes to the legal person, where this arises from a certificate issued by a competent authority (e.g., general certificate issued by the GEMI), it is sufficient to submit such certificate, provided it was issued up to three (3) months prior to its submission. In other cases, the case-by-case legitimation documents of lawful incorporation and changes (e.g., Articles of Association, certificates of changes, corresponding Government Gazette issues, etc., depending on the legal form of the economic operator), accompanied by a solemn declaration from the lawful representative that these remain in effect at the time of submission.

Foreign economic operators shall produce the documentary evidence provided for in the legislation of their country of establishment, and where this is not provided for, a solemn declaration from the lawful representative proving the foregoing as regards the lawful incorporation, changes and representation of the economic operator. The aforesaid solemn declarations shall be accepted if they were prepared after the communication of the invitation to submit the supporting documents.

B.7. Where an economic operator wants to rely on the capacities of other operators, as provided for in paragraph 2.3.9, in order to provide that it will have the resources necessary at its disposal, it shall produce, in particular, a relevant written commitment by those operators to that effect. More specifically, it is necessary to produce a solemn declaration from such operators that they commit to make available the resources referred to, which will indeed be available to the contractor for the performance of the contract.

In addition, economic operators must, on penalty of exclusion, demonstrate that the third parties on whose capacity they rely possess the qualifications required by this notice, i.e. non-application of the grounds for exclusion - personal status of candidates and the relevant selection criteria for which the economic operator relies on third parties, in accordance with Article 12 of the Procurement Regulation. For example, if the economic operator relies on third parties in relation to the criteria of economic standing, it will have to produce the relevant evidence.

Where an economic operator relies on the capacities of other operators with regard to criteria relating to economic and financial standing, as required under this notice, such economic operators and the operators on whom they rely shall be jointly liable for the performance of the contract.

The above supporting documents concerning non-appliance of the grounds for exclusion - Personal status of candidates under Section 2.3.4 hereof and suitability to engage in a professional activity under Section 2.3.5 hereof must also be produced in

the event of assignment of sections of the contract to a third party in the form of subcontracting, as specified herein.

In this case of subcontracting, candidates shall submit a declaration together with their tender specifying:

- a) the section or sections of the contract they intend to subcontract;
- b) the percentage of the total value of the contract they intend to subcontract.

Prospective economic operators are obligated to jointly submit a solemn declaration by the subcontractor or its lawful representative concerning acceptance of the scope of the subcontract, as well as the section of the contract it intends to undertake.

B.8 Groups of economic operators that submit a joint tender shall submit the above supporting documents, as the case may be, for each economic operator participating in the group.

B.9 With regard to groups of persons or joint ventures being established, the written agreement between the parties must be produced.

2.4 Contract award criterion

2.4.1 The Contract award criterion is the most economically advantageous tender, solely on the basis of price. The price offered will be net of VAT. Any tender exceeding the budget will be rejected as unacceptable.

2.4.2 Where several tenderers submit tenders that are equivalent in all respects, it is possible for the competent body to designate a contractor by drawing lots. The above drawing of lots shall be carried out by the Ordinary Tender Procedure Committee, following an invitation extended to the economic operators to attend the draw.

2.5 Preparation – Content of Tenders

2.5.1 General terms of submission of tenders

Those who wish to take part in the tender procedure must submit written tenders within the deadline set herein and in accordance with the following:

Tenders shall be submitted in the manner specified herein and shall bear the signature of the tenderer on each sheet. Tenders shall be submitted in the Greek language, or any other language of the European Union accompanied by an official translation into the Greek language. In case of disagreement, the official translation into the Greek language shall prevail. Certificates issued by foreign authorities shall be accepted if they are accompanied by an official translation into the Greek language. All tender documents must, on penalty of exclusion, have been prepared or officially translated into the Greek language. By way of exception from the preceding term, technical bulletins and other forms - whether or not corporate - with specialised technical contents may be submitted in the English language, without being accompanied by a translation into the Greek language.

Tenders must indicate the total price written in figures and in full.

Tenders shall be typed and have no irregular corrections (erasure, deletion, additions, etc.). If there are corrections, additions, etc. they should be prepared using the same printer specifications and initialled by the tenderer.

Tenders shall concern the entire project.

A counter-tender or modification to the tender or a proposal which, in the Committee's opinion, is considered equivalent to a counter-tender shall be unacceptable and not taken into consideration.

Tenders which, in the Committee's opinion, are incomplete, conditional or combined with conditions unrelated to the purposes of this tender procedure shall not be taken into consideration.

Participants in the tender procedure must indicate in their tender that they have been informed of all the terms of the notice. In any case, upon submission of the tender, it is considered that this knowledge exists even without a relevant reference. Moreover, upon submission of the tender, it is considered certain that tenderers are fully informed in all respects of the local conditions of execution of the project, etc. and that they have reviewed all the information included in the tender procedure dossier.

Alternative tenders shall not be accepted and shall be rejected as unacceptable.

2.5.2. Time - Place of submission of tenders

The deadline for the submission of tenders is **18/03/2026 at 12:00** Greek time.

Tenders must be submitted to 'THESSALONIKI INTERNATIONAL FAIR SINGLE MEMBER S.A.', 154, Egnatia Street, GR-54636, Thessaloniki, 1st Floor, Procurement Department. Tenders received in good time by the aforesaid department by the closing date and time for submitting tenders are acceptable.

Tenders shall be accompanied upon submission and by a submission document for issuance of a reference number. Tenders must be submitted in writing, directly or by post, and must be filed with the TIF-HELEXPO S.A. protocol department no later than the closing date and time for submitting tenders. Where tenders are submitted by post, they must have been received by the TIF-HELEXPO S.A. protocol department no later than the aforesaid date and time.

Tenders that are submitted and received in good time by the Procurement Department of TIF-HELEXPO S.A. shall be accepted. Tenders submitted after the submission date has elapsed shall be excluded from the tender procedure, shall NOT BE unsealed, and shall be delivered by the Committee to the Department to be returned as late submissions.

Tenders submitted after the closing date and time for submission shall be late and shall not be received by the Tender Procedure Committee.

This date shall be evinced solely by the TIF-HELEXPO S.A. incoming document reference number.

The tender procedure shall be held at the TIF-HELEXPO S.A. building, 154, Egnatia Street, GR-54636, Thessaloniki, on 18/03/2026 and at 12:00 Greek time.

When the tenders are unsealed, all who have submitted a tender may attend, either in person or via their lawful representative or lawfully authorised person.

2.5.3 Validity of tenders

Tenders shall be valid and binding on tenderers for one hundred twenty (120) days from the day following the tender procedure deadline. Tenders indicating a period of validity of less than one hundred twenty (120) days shall be rejected as unacceptable.

If any issue of extending the validity of the tenders arises, TIF-HELEXPO S.A. shall ask the tenderers ten (10) working days prior to the expiry of the tenders if they accept the extension for a specified period of time. Tenderers must reply within five (5) working days and, if the result is affirmative, renew their bonds if they do not remain valid for a period covering at least thirty (30) days after the expiry of the extension of the tender procedure.

The award of the tender may be announced even after the expiry of the validity of the tender, but it shall be binding on the tenderer solely if the tenderer accepts it. If the tenderer selected refuses the award, the contract may be awarded to the second choice of tenderer.

2.5.4 Tender prices

The grand total price shall be written in figures and in full. VAT shall be written as a percentage and as an amount (in figures and in full). If an incorrect VAT amount is indicated, this shall be corrected by the department.

The prices tendered include all the deductions provided for as well as any other expenditure (deductions provided for concern all statutory deductions that relate to a hiring by the Contractor's company, including all statutory earnings, employer contributions, bonuses, holidays, etc.).

The tender prices shall not be amenable to change during the effective term of the contract and shall remain fixed throughout its term of duration, with the exception of the following subparagraph. More specifically, the prices of Category A shall be readjusted annually on the basis of the rate of increase in consumer prices. The application of any change to tender prices shall take place on the basis of the CPI at the end of October of the current year in order for the price increase to be taken into account from the beginning of the subsequent year. In the event of any exercise of the right to extend the term of duration of the contract, the application of any change to tender prices shall take place in the appropriate manner in terms of time. .

If an extension to the term of duration of the tender is requested, the same terms apply.

Tenders which do not clearly indicate the prices tendered or the total price shall be rejected.

2.5.5 Currency of Contractor's Fee

The contractor's invoices for its fees shall be expressed in euros. Such fees shall be paid in euros.

2.5.6 Manner of submission

In order to be accepted, tenders shall be submitted at the place and time specified in the notice in the form ONE SINGLE AND SEALED DOSSIER or SINGLE PACKAGE. All tenders shall be submitted in person by the interested party or a specially authorised representative thereof or by registered post or by courier service at the address indicated in the notice. In cases of submission by registered post or courier service, TIF HELEXPO S.A. shall bear no liability whatsoever regarding timely receipt of the tender or the content of the accompanying dossiers.

Interested parties shall not be entitled to compensation on any grounds for costs relating to the preparation and submission of tenders.

Tenders shall be accompanied upon submission by a relevant submission document (accompanying letter) for issuance of a reference number **outside the dossier**.

Upon receipt, tenders shall be entered in the general reference file of TIF - HELEXPO S.A. or a special reference file, and the relevant reference number, date and time of entry shall be noted on each dossier. TIF - HELEXPO S.A. shall not accept late tenders, which shall be returned unopened to the sender.

Tenders shall be submitted within a sealed dossier (tender dossier) which must contain, on penalty of exclusion, all the documents and any other information specified herein.

Tenders shall be submitted in two (2) copies to be placed within the corresponding sub-dossier. The word "ORIGINAL" shall be written on one of these two copies and on each page thereof, which shall be numbered and initialled, and this copy shall prevail among other copies, in case of differences between them.

In cases of groups of persons (natural or legal), the joint tender shall be signed by either all members of the group or by their lawfully authorised representative.

The single dossier with the sub-dossiers must necessarily bear:

The name and address of the tenderer or the names and addresses of the members of the group.

The recipient: TIF – HELEXPO S.A. / PROCUREMENT DEPARTMENT, 154, Egnatia Street, GR-54636 Thessaloniki

The title: TENDER CONCERNING THE ORDINARY OPEN TENDER PROCEDURE for the selection of a contractor to provide exhibition structures, exhibition equipment and services for exhibitions, congresses and events, organised and/or co-organised by TIF-HELEXPO for the period between 1 August 2026 and 31 July 2027 with a right of pre-emption concerning extension of the term of duration of the contract for one (1) additional year, from 1 August 2027 to 31 July 2028.

TENDER PROCEDURE DEADLINE: Wednesday 18/03/2026, at 12:00 Greek time.

The single dossier of each tender shall include three separate SEALED sub-dossiers with the corresponding copies:

Sub-dossier entitled 'SUPPORTING DOCUMENTS' (original and one copy)

Sub-dossier entitled 'TECHNICAL TENDER' (original and one copy)

Sub-dossier entitled 'FINANCIAL TENDER' (original and one copy)

Each individual dossier shall note the information of the candidate, the title of the contract to be awarded and the dossier title.

Adhesive dossiers which can be unsealed and resealed without leaving traces must not be used.

The dossiers and the content of tenders may not bear erasures, alterations, stricken-out text or additions. In cases of erasures or additions, they shall be clearly written and initialled by the author, and the competent Ordinary Tender Procedure Committee shall initial and seal any erasures or additions during the review. Where a tender bears corrections that render it unclear, at the discretion of the Committee, it shall be rejected.

Tenders, participation applications and the information contained therein shall be prepared in the Greek language or accompanied by an official translation thereof into the Greek language. Unless otherwise specified in the notice, the Hague Convention of 5 October 1961, which was ratified by virtue of Law 1497/1984 (Government Gazette, Series I, Issue 188), shall apply to foreign public documents and supporting documents.

2.5.7 Tender Content

The content of tenders is specified below.

2.5.7.1 Contents of Sub-dossier A: 'Supporting documents'

The 'SUPPORTING DOCUMENTS' dossier must, on penalty of exclusion, contain the following:

In cases of groups submitting a joint tender, the following supporting documents, etc., other than the bond, shall be submitted for each of the participants in the group/joint venture being established.

a. Tender procedure **participation bond**, as referred to in Article 2.3.3.1 hereof.

b. Solemn declaration concerning non-application of the grounds for exclusion provided for herein, attached to Annex I, as provided for in paragraph 2.3.4 hereof. This Solemn Declaration must bear a date of signature of no more than the last thirty (30) calendar days from the closing date for the submission of tenders. This Solemn Declaration need not bear an attestation concerning the authenticity of the signature issued by a competent administrative authority or Citizen Service Centre (KEP), but if it does, this should coincide with the date of its signing.

Groups/joint ventures of economic operators submitting a joint tender shall submit the aforesaid Solemn Declaration for each economic operator participating in the group/joint venture being established.

Where the economic operator is a legal person, the Solemn Declaration shall be signed by:

- i) the managers or general partners where the legal entity is a personal company (general partnership or limited partnership), or limited Liability Company or Private Company;
- ii) the lawful representative where the legal person is a Société Anonyme (S.A.);
- iii) all members of the Board of Directors and the Supervisory Board, where the legal person is a civil cooperative (including Social Cooperative Enterprises etc.);
- iv) the natural person carrying out the relevant activity in the case of a sole proprietorship;
- v) in any other case (except those referred to above) by all the additional persons authorised by the participating economic operators to sign documents for the specific tender procedure, including the tender documents and the contract.

c. In cases of legal persons, minutes of resolutions adopted by the Board of Directors or governing body of the tenderer:

- approving its participation in the tender procedure. In the case of a group / joint venture of companies being established, the approval shall concern the participation of the company in the tender procedure, the collaboration with the other companies that are members of the group / joint venture being established, and the percentage of participation of each member in the contract budget.
- Approval is granted and a specific person or persons (lawful representative) is authorised to sign all the required documents and the tender, as well as to submit the tender, attend the unsealing of the tender at all its stages, and sign any relevant document required.
- Approval is granted and a specific person, fluent in Greek, is designated as process agent.
- In the case of a group/joint venture being established, one company is approved as the leader of the group/joint venture being established, with the leader being responsible for the coordination and management of all members of the group/joint venture being established.

Where the tenderer is a natural person and they do not submit the tender themselves, a written authorisation to the third party (lawful representative) who will submit the tender and attend the unsealing of the tender at all its stages is required.

d. Excerpt of the Articles of Association of legal persons taking part in the tender procedure, indicating who binds each legal person through their signature. If the legal person is obligated, under the legislation in force, to declare its representation and changes in the General Commercial Register (GEMI), it shall submit the Certificate of valid representation issued by the GEMI, which must have been issued up to thirty (30) working days prior to its submission.

e. Solemn Declaration as to whether the prospective contractor intends to subcontract the implementation of a section of the project being awarded to third parties, indicating:

- a) the section or sections of the contract they intend to subcontract;
- b) the percentage of the total value of the contract they intend to subcontract, filling out the following table

Description of the section of the Project that the prospective Contractor intends to assign to a	Corporate Name of Subcontractor	Date of Declaration of Cooperation
--	---------------------------------	------------------------------------

Subcontractor		

Moreover, the prospective Contractor (in the case of subcontractors) must, in addition to the aforesaid Table, submit Solemn Declarations prepared by the lawful representatives of the subcontractors, declaring that they accept this cooperation and commit to cooperate with the candidate, provided they are awarded the contract, until the end of the duration of the Project.

f. A Solemn Declaration that:

The tender was prepared in accordance with the terms of this notice, of which it was made cognisant.

It unreservedly accepts all the terms hereof and that their tender covers the entirety of the project.

It has the appropriate infrastructure (qualified staff etc.) necessary for the successful implementation of the project.

g. Attestation concerning the Code of Ethics and Professional Conduct of attached to Annex V on the last page.

2.5.7.2 Contents of Sub-dossier B: 'Technical tender'

The 'Technical Tender' dossier shall include all requirements and specifications set out by TIF-HELEXPO S.A. herein. In the 'Technical Tender' dossier, economic operators shall submit the technical tender table, filled out, as referred to in 1.3 of part B hereof.

The information included in the Technical Tender must be as detailed and comprehensive as possible in order to give a clear picture that the Tenderer has understood the task to be undertaken, and must propose an appropriate organisational structure and suitably available staff in order to ensure the effective, qualitatively correct and timely implementation of the section of the project it will undertake. More specifically, Dossier B, '**TECHNICAL TENDER DOSSIER**', must necessarily and on penalty of exclusion cover all the requirements set out in the Compliance Tables. It is stressed that prospective contractors must fill in the compliance table properly and include it in their technical tender.

In the column entitled 'Compliance (YES/NO)', the prospective contractor must provide an answer in a YES/NO form as to whether the specific requirement is met according to the contents of their technical tender.

The 'Technical Tender' dossier must describe how the prospective contractor meets the relevant requirement. The contractor is obligated to submit, together with its Technical Tender, the technical bulletins, photographs and other documentation proving full coverage of the technical characteristics of all the services requested.

Solemn declaration from the contractors themselves (natural persons) or their lawful representative (legal persons) that, should they be awarded the contract, they undertake

to produce, together with the other supporting documents for the award of the contract, an insurance policy in accordance with term 4.5 hereof.

It is particularly stressed that technical tenders must contain absolutely no reference, whether direct or indirect, to the financial aspects of the Tenders.

Should this be found, the tender shall be excluded from further evaluation following an opinion issued by the Committee.

2.5.7.3 Contents of Sub-dossier C: 'Financial tender'

The (sub-)dossier named **'Financial Tender'** shall contain, **on penalty of exclusion**, the tenderer's financial tender.

The 'FINANCIAL TENDER' dossier must be prepared and submitted in accordance with the instructions below and the tables set out in Annex II hereto must be filled out. Submitting the financial tender in any other manner shall result in its rejection. It is stressed that if the price tendered does not clearly arise, the financial tender shall be rejected as unacceptable. The financial tender shall be signed by the lawful representative of the tenderer or the lawful representatives of the tenderers.

The Tender prices relating to any product offered shall be expressed in euros. Prices shall include any deductions in favour of third parties, as well as all other charges, except VAT. In a specific column concerning the above prices, the prospective Contractor shall determine the amount by which the VAT is added in total to such prices. Where an incorrect VAT amount is indicated, this shall be corrected by the competent Ordinary Tender Procedure Committee.

Category A

The Financial Tender must clearly indicate the unit price for each product offered, so that the exact cost can be determined. A product offered in the Financial Tender without a price shall be considered to be offered at a value of zero.

The tender prices shall not be amenable to change during the effective term of the contract and shall remain fixed throughout its term of duration, with the exception of the following subparagraph. More specifically, the prices of Category A shall be readjusted annually on the basis of the rate of increase in consumer prices. The application of any change to tender prices shall take place on the basis of the CPI at the end of October of the current year in order for the price increase to be taken into account from the beginning of the subsequent year. In the event of any exercise of the right to extend the term of duration of the contract, the application of any change to tender prices shall take place in the appropriate manner in terms of time.

Category B

For reasons of comparative evaluation of tenders, participants shall enter, as the tender price the price (number) arising after deduction of the discount rate offered from the reference price (budget) set out herein for Category B.

Example:

Suppose that the participant has offered a discount on the budget price (exactly as requested by the notice) at a rate of 10%. In the table of the Financial Tender in Annex II, the participant will enter a bid price of $1,583,000 - (1,583,000 \times 0.10) = \text{€}1,424,700$. Therefore, for this example, the participant would enter the amount of EUR 1,424,700 in the table. It is noted that the above reference price, according to the example, is provided to quantify the discount rate given and does not constitute the final amount of the contract.

If the discount offered does not clearly arise from the tender, the tender be rejected as unacceptable.

The discount rate shall not be amenable to change during the main term of duration of the contract, nor during the exercise of rights of pre-emption.

On penalty of exclusion, only tenders for the entirety of the Project (Category A and Category B thereof) shall be accepted.

Where the right of pre-emption concerning the extension of the term of duration of the contract for one additional year is exercised, the consideration for the provision of Category A services shall be equal to the price tendered for Category A for the year of the initial contract. The discount rate for Category B services shall always remain fixed both during the initial contract and in the event of a one-year extension thereto.

Any financial tender which exceeds the total budget **shall be rejected as unacceptable.**

In the case of an accounting discrepancy between the unit price and the total price, the unit price shall prevail.

Any tender which does not give a price in euros or gives a price in foreign currency or with a foreign exchange clause shall be rejected as unacceptable.

If an extension to the term of duration of the tender is requested, the same terms apply. TIF-HELEXPO S.A. reserves the right to ask participants for the information required to document the prices tendered, which the latter are obligated to provide.

2.5.7.4. Rejection of tenders

Based on the results of the check and evaluation of tenders, TIF – HELEXPO S.A. may reject, in any case, a tender:

- a) which is not submitted in good time, in the manner and with the content set out herein;
- b) which contains defects, deficiencies, ambiguities or errors, where these cannot be supplemented or corrected or where they can be supplemented or corrected;
- c) for which the tenderer has not provided the explanations required within the deadline set or the explanation is not acceptable to TIF-HELEXPO S.A.;
- d) which is an alternative tender;
- e) which is conditional;
- g) which lays down an adjustment term;
- h) which presents shortcomings in the supporting documents requested by the documents hereof and discrepancies regarding the terms and technical specifications of the contract.

3. TENDER PROCEDURE - EVALUATION OF TENDERS

3.1 Tender Procedure

3.1.1 The Ordinary Tender Procedure Committee shall launch the process of unsealing tenders on the date and at the time specified in the contract documents or the relevant notice. Tenders shall be publicly unsealed, in the presence of the tenderers/participants or their duly authorised representatives, who shall be made aware of the other participants in the procedure and the information they submitted, on condition that the information in question has not been classified as “confidential”.

3.1.2 The individual stages are as follows:

a) The main tender dossier and the dossier of participation - technical tender supporting documents (where the contract documents require submission of a technical tender) shall be unsealed, and all the supporting documents submitted during this stage and each page of the technical tender shall be initialled and signed by the competent body. The competent Committee shall make a record of the tenderers and initially review the participation supporting documents and subsequently evaluate and grade solely the technical tenders, where applicable, submitted by tenderers whose participation supporting documents the Committee deemed complete. The competent Committee shall record the results of the above review and evaluation of the participation supporting documents and technical tenders (where the submission of a technical tender is required) in a single report, which shall be signed by the members of the body. Dossiers containing financial tenders shall not be unsealed, but initialled and sealed by the aforesaid body and placed in a new dossier, which shall also be sealed and signed by the same body and stored, to be unsealed on the date and at the time specified in the contract documents or the notice.

b) Once the evaluation of the other tender information has been completed, the aforesaid sealed dossiers containing the financial information of tenders shall be unsealed on the date and at the time specified in the contract documents or a special invitation, with the relevant price announcement to follow. With regard to tenders not deemed acceptable during stage (a) above, the financial tender dossiers shall not be unsealed but returned.

3.1.3 The results of the above stages shall be certified pursuant to a decision made by the competent body provided for in Article 20(1) of the Procurement Regulation which entered into effect pursuant to resolution No 72/10/23.06.2017 adopted by the Board of Directors (BoD) of TIF-HELEXPO S.A. and amended pursuant to resolutions Nos 31/3/20.05.2022, 25/4/21.02.2024 and 78/10/17.06.2024 of the BoD, which shall be communicated to tenderers or participants. An objection to the above decision may be lodged, in accordance with Article 3.4 hereof and Article 25 of the Procurement Regulation of TIF-HELEXPO S.A.

3.1.4 During all procedures, at the time of unsealing, instead of the participation applications and tenders being initialled by the competent body, use of a mechanical apparatus (perforation) may be used to note the date and time of unsealing.

3.1.5 The reports of the Ordinary Tender Procedure Committee and any objections lodged

shall be forwarded by the Committee to the competent TIF-HELEXPO S.A. body specified in Article 20(1) of the Procurement Regulation to make a decision and/or award the contract.

3.1.6 During the tender evaluation process, TIF-HELEXPO S.A. may call upon tenderers or candidates in writing to clarify or supplement the documents or supporting documents submitted within a reasonable period of time, which may not be less than seven (7) days and more than fifteen (15) days from the date such call is communicated to them. Any clarification or supplementation submitted by the tenderers or candidates without having been requested by TIF-HELEXPO S.A. shall not be taken into account. The above clarification or supplementation shall only concern ambiguities, minor deficiencies or manifest formal errors that can be corrected or supplemented and, in particular, omission of initialling, interrupted numbering, packaging and labelling defects in the dossier and sub-dossiers of tenders, lexical and formulation deviations of the tender documents from the terminology of the contract documents which do result in legal consequences as to their content, deficiencies as regards legitimization information, inadequate marking of copies issued, translations and other certificates or attestations, differentiation of the structure of the tender documents from the templates, whether or not mandatory, included in the contract documents. The supplementation or clarification may not result in subsequent replacement or submission of documents in compliance with the terms of the notice, but only in clarification or supplementation, even in the form of new documents, of documents or supporting documents already submitted. At the same time, TIF-HELEXPO S.A. may call upon tenderers in writing to clarify, within a reasonable period of time which may not be less than seven (7) days and more than fifteen (15) days from the date such call is communicated, the content of the technical or financial tender they submitted, if it contains ambiguities or minor defects, minor omissions or manifest formal or computational errors which TIF-HELEXPO S.A. believes can be remedied. Such clarification should not result in a material distortion of the tender and should not confer an unfair competitive advantage on the tender in question in relation to the other tenders.

Where tenders appear abnormally low in relation to the scope of the contract, the contracting authority shall require economic operators to explain the price or costs they propose in their tender, within an exclusive deadline of no more than five (5) days from the date the call in question is communicated.

In the case of equal tenders, the contracting authority shall select the contractor by drawing lots between economic operators who submitted equal tenders. The draw shall take place before the Competition Committee and in the presence of the economic operators who submitted the equal offers.

3.2 Call to submit supporting documents - Supporting documents for award of contract

3.2.1 Following evaluation of the tenders, TIF-HELEXPO S.A. shall notify the tenderer to whom the contract is to be awarded ("provisional contractor") in writing to submit, within a deadline of ten (10) days from the date of communication of the relevant notification thereto in writing, the original documents or copies issued, in accordance with the provisions of Article 1 of Law 4250/2014 (Government Gazette, Series I, Issue 74), of all the supporting documents specified

in paragraph 2.3.11.2 hereof, as evidence that the grounds for exclusion laid down in paragraph 2.3.4 hereof do not apply and that the qualitative selection criteria set out in paragraphs 2.3.5 - 2.3.8 hereof are met. The supporting documents shall be submitted in a sealed dossier to TIF-HELEXPO S.A.'s Protocol Department.

3.2.2 If the above supporting documents are not submitted or those submitted contain shortcomings, the provisional contractor shall be given a deadline to produce or supplement them within seven (7) days from the date of communication of a notification in writing to that effect thereto. TIF-HELEXPO S.A. may extend that period, provided that this is sufficiently justified and by no more than ten (10) additional days.

3.2.3 If it is found, during the check of the above supporting documents, that the information declared is false or inaccurate, or if from the above supporting documents duly submitted and in good time, it is not proven that the grounds for exclusion referred to in Article 2.3.4 do not apply or that one or more of the requirements of the qualitative selection criteria provided for in Articles 2.3.5 to 2.3.8 hereof are not met, or if the provisional contractor does not submit the required originals or copies of the above supporting documents within the prescribed period of time, the provisional contractor shall be declared in default, their participation bond submitted shall be forfeited to TIF-HELEXPO S.A., and the contract shall be awarded to the tenderer who submitted the next most economically advantageous tender on the basis of price. If none of the tenderers submitted a truthful or accurate declaration, the award procedure shall be frustrated.

3.2.4 The procedure for checking the above supporting documents shall be completed upon preparation of a report by the competent Ordinary Tender Procedure Committee and transmission of the file to the decision-making body of TIF-HELEXPO S.A., in accordance with Article 20(1) of the Procurement Regulation, which entered into effect pursuant to resolution No 72/10/23.06.2017 adopted by the Board of Directors (BoD) of the Company and amended pursuant to resolutions Nos 31/3/20.05.2022, 25/4/21.02.2024 and 78/10/17.06.2024 of the BoD, to decide on whether to declare the provisional contractor in default or to frustrate the procedure or to award the contract. The results of the review of the aforesaid supporting documents shall be certified in the award decision referred to in Article 3.4 hereof.

3.2.5 Those who submitted admissible tenders may have access, taking into account the above supporting documents submitted.

3.2.6 Third Party Due Diligence Procedure / Evaluation of Provisional Contractor

In addition to the aforesaid procedure under paragraph 3.2 hereof, and set out in the Third Party Due Diligence Policy, prior to the final selection of the contractor and their pronouncement as the final contractor, the relevant third party due diligence processes are implemented to ensure, to the greatest possible extent, that the reputation, prestige and capabilities of the third party selected are sufficient and satisfactory and that cooperation with said third party will not place TIF-HELEXPO S.A. at risk as regards corruption, bribery, financial crimes, conflict of interest and protection of personal data.

Thus, in addition to the invitation to submit supporting documents for the award of the contract, the third party due diligence procedure shall also be implemented. More specifically, before

being awarded the contract, the provisional contractor is obligated to send via e-mail the completed and signed questionnaire found in **ANNEX III** to the Notice concerning the implementation of the Third Party Due Diligence Policy to the Procurement Office of TIF-HELEXPO S.A. After the questionnaire found in **ANNEX III** of the Notice has been completed and sent, the Procurement Officer of TIF-HELEXPO S.A., with the support of the Regulatory Compliance Officer, will assess the level of risk concerning corruption, bribery, financial crimes, conflicts of interest, and the fitness of the third party.

The questionnaire examines the structure and ownership of the provisional contractor, its activities, any (completed or ongoing) inquiries/sanctions concerning issues of corruption, bribery, financial or other crimes.

Subsequently, the Procurement Officer, at their unfettered discretion, and with the support of the Regulatory Compliance Officer, will assess the level of risk as “low” or “increased”. Where the level of risk is classified as “increased” or the review identifies anything suspicious, then additional due diligence is required with the assistance of the Regulatory Compliance Officer to assess whether TIF-HELEXPO S.A. could cooperate with the third party in question. Otherwise, the provisional contractor will be informed that cooperation cannot go ahead.

If the provisional contractor fails to complete and send the aforesaid questionnaire in question within the deadline set, or if issues arise, during the completion and evaluation of the aforesaid questionnaire, concerning the due diligence process as noted above, TIF-HELEXPO may not award and assign the contract to the provisional contractor and, at the same time, reserves the right not to frustrate the tender procedure, but to proceed with awarding the contract to the next bidder, provided their tender is deemed advantageous, and the latter is obligated to comply with the due diligence procedure set out herein (sending a completed questionnaire etc.) before the contract is signed.

3.3. Award

3.3.1 The competent body of TIF-HELEXPO S.A. specified in Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A. may, by issuing a reasoned decision, indicatively decide to award or assign the entire scope of the contract or a larger or smaller part thereof, to frustrate or repeat the tender or other award procedure at any stage thereof, without this giving rise to any compensation claim whatsoever on the part of participants in award procedures.

In such cases, TIF-HELEXPO S.A. may, at its discretion, proceed with a new award procedure under the same or modified conditions or in any other manner provided for in the Procurement Regulation of TIF-HELEXPO S.A.

The Ordinary Tender Procedure Committee may propose the award of the contract in its entirety or for a larger or smaller quantity in accordance with the Procurement Regulation of TIF-HELEXPO S.A. and the contract documents.

The award of part of the quantity that is lower than the percentage specified in the contract documents shall require prior acceptance on the part of the contractor.

3.3.2 TIF-HELEXPO S.A. shall invite the contractor to appear and sign the draft agreement within five days of communication of a special invitation in writing to that effect. The draft agreement shall also include the relevant contractual anti-corruption and anti-bribery clauses of TIF-HELEXPO S.A., which shall be formulated according to the level of risk arising after the

evaluation referred to in paragraph 3.2. Examples of these contractual clauses are attached to **Annex IV** (A and B) hereto.

Where the contractor does not agree with TIF-HELEXPO S.A. on the terms of the contract within a reasonable period and/or shows reluctance to sign the relevant contractual anti-corruption and anti-bribery clauses, TIF-HELEXPO S.A. reserves the right, at its unfettered discretion, to award the contract to the next bidder, provided their tender is deemed advantageous, and the latter is obligated to comply with the due diligence procedure set out herein (sending a completed questionnaire etc.) before the contract is signed.

3.3.3. TIF-HELEXPO S.A. shall immediately communicate the award decision to every tenderer and to the provisional contractor using any expedient means, letter, e-mail, etc. with recorded delivery.

3.3.4. The result of the procurement procedure shall be awarded by virtue of a decision made by the competent body of TIF-HELEXPO S.A., in accordance with the provisions of Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A., following examination of any objections and, where applicable, completion of the review of supporting documents submitted by the selected tenderer.

3.3.5. The acceptable participation of a single candidate in the procedure shall not impede the award of the contract thereto. In this case, the relevant report prepared by the competent Ordinary Tender Procedure Committee must justify to what extent the single tender submitted is advantageous for TIF-HELEXPO S.A.

3.3.6. The award decision shall generate legal effects as of the expiry of the deadlines set in paragraph 3.4 hereof without the relevant steps having been taken. After the award decision begins generating legal effects, TIF-HELEXPO S.A. shall invite the contractor to appear and sign the agreement within five days of communication of a special invitation in writing to that effect.

3.3.7. The signing of the agreement shall have probative value. If the contractor fails to appear to sign the agreement within the deadline set in the special invitation, the contractor shall be declared in default, its participation bond shall be forfeited to TIF-HELEXPO S.A., and the contract shall be awarded to the contractor that submitted the immediately subsequent most economically advantageous tender. If none of the tenderers appears to sign the agreement, the award procedure shall be frustrated.

3.4 Objections

3.4.1 Objections may be lodged during this tender procedure by any person with a legitimate interest either against the notice or against actions or omissions by bodies of TIF-HELEXPO S.A., until the date of approval of the tender procedure result.

3.4.2 All objections shall be addressed to TIF-HELEXPO S.A., submitted in writing at its registered offices and received by the competent Ordinary Tender Procedure Committee.

3.4.3 The lodging of objections shall not suspend the progress of the tender procedure.

3.4.4 The deadline for lodging an objection is as follows:

- a) against the notice, within ten (10) days prior to the tender submission deadline; or
- b) against actions or omissions by bodies of TIF-HELEXPO S.A., within five (5) days from the date of communication of the action or occurrence of the omission.

3.4.5 At the care of the objecting party and on penalty of inadmissibility, the objection shall be communicated, within the day following the date of its submission, to the lawful representative or process agent of the participants prejudiced by its acceptance in part or in whole. An acknowledgement of service of the objection shall be communicated by the objecting party to TIF-HELEXPO S.A.

3.4.6 Objections lodged against the notice shall be ruled upon by the body competent to award the tender procedure contract, in accordance with Article 20(1) of the Procurement Regulation, approved pursuant to resolution No 72/10/23.06.2017 adopted by the Board of Directors (BoD) of the Company and amended pursuant to resolutions Nos 31/3/20.05.2022, 25/4/21.02.2024 and 78/10/17.06.2024 of the BoD, no later than three (3) days prior to the date for submission of tenders, following an opinion issued by the competent Ordinary Tender Procedure Committee. In other cases, the competent body of TIF-HELEXPO S.A. specified in Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A. shall rule within ten (10) days from the date the objection was received. If no decision is made within the above deadlines, the objection shall be considered to have been rejected. TIF-HELEXPO S.A. may accept the objection, whether in part or in whole, even after the deadline has lapsed, or provide initial or supplementary reasoning for dismissing the objection.

3.4.7 The timely lodging of an objection is a prerequisite for exercising legal remedies against the aforesaid actions or omissions on the part of TIF-HELEXPO S.A.

3.5 Frustration

3.5.1 TIF-HELEXPO S.A. may proceed, at no cost to itself and by virtue of a decision made by the competent body specified in Article 20(1) of its Procurement Regulation, with frustrating the contract conclusion procedure:

- a) if the procedure was unsuccessful either due to non-submission of tenders or due to rejection of all the tenders or applications or exclusion of all tenderers or participants, in accordance with the provisions of this Regulation and the contract documents, or submission of a single tender which, in the view and at the recommendation of the competent Ordinary Tender Procedure Committee, is not considered advantageous for TIF-HELEXPO S.A.; or
- b) if none of the tenderers appears to sign the agreement.

3.5.2 The procurement procedure and the contract signing procedure may be frustrated by virtue of a decision made by TIF-HELEXPO S.A., at no cost to itself, following an opinion issued by the competent Ordinary Tender Procedure Committee, in the following cases:

- a) due to irregular conduct of the award procedure;

- b) if the economic and technical parameters concerning the procurement procedure changed materially and the performance of the contractual object is no longer of interest to TIF-HELEXPO S.A.;
- c) if TIF-HELEXPO S.A. considers that the conditions on the basis of which the procurement was decided upon have changed in any manner;
- d) if TIF-HELEXPO S.A. considers on any grounds that the ordinary performance of the contract is not possible;
- e) if the tender selected is considered not to be economically advantageous;
- f) if the validity of the tenders has expired;
- g) where it arises, through the due diligence procedure, that there are grounds for non-cooperation with the provisional contractor as regards issues of corruption, bribery, etc., as set out in paragraphs 3.2.6 & 3.3.2 hereof, and provided the tender of the next bidder is deemed non-advantageous.

3.5.3 If errors or omissions are ascertained at any stage of the procurement procedure, TIF-HELEXPO S.A. may, at no cost to itself, following an opinion issued by the competent Ordinary Tender Procedure Committee and a decision issued by the competent body specified in Article 20(1) of the Procurement Regulation, cancel the procedure in part or correct the notice or accordingly modify its result or decide to repeat it as of the point in time when the error or omission occurred.

3.5.4. When the grounds for frustration of the procedure referred to in paragraphs 3.5.1 and 3.5.2 apply, TIF-HELEXPO S.A. shall frustrate, at no cost to itself, the procurement procedure for the entire object of the contract or, where said grounds relate to a part of the contract, for said part, where the submission of such tenders is permitted.

3.5.5 TIF-HELEXPO S.A. also reserves the right to decide, at no cost to itself, at the same time as the frustration of the conclusion procedure, to repeat any stage of the conclusion procedure, whether or not with amended terms.

4. GENERAL AND SPECIFIC TERMS FOR THE PERFORMANCE OF THE CONTRACT

4.1 Signing of Contract - Bonds

4.1.1 A contract shall be signed between TIF-HELEXPO S.A. and the Contractor selected.

4.1.2 Observations from TIF-HELEXPO S.A. may be appended to the contract, taking into account the remarks made during the evaluation phase. These remarks make the conventional scope of the project more clear and complete and constitute an integral part thereof.

4.1.3 The Contract to be drawn up shall include:

- The terms referred to in this Notice and the Annexes hereto.
- Everything which is referred to in the tender beyond what is requested and was accepted by TIF-HELEXPO S.A.

4.1.4 The text of the Contract shall prevail over any other text on which it is based, such as an offer, invitation and award decision, except for manifest errors, oversights or omissions.

4.1.5 Any amendment to the terms of the Contract may take place solely in writing and shall be signed by both parties, and any amendment by means of a verbal agreement shall be expressly precluded, provided the performance of the project as specified is ensured.

4.1.6 The Contractor to whom the provision of services is awarded is obligated, within the deadline laid down in the special invitation, to appear and sign the project Contract, in accordance with the provisions of Article 29 of the Procurement Regulation of TIF-HELEXPO S.A. If the deadline referred to in the invitation lapses without the Contractor appearing, the competent body of TIF-HELEXPO S.A. may declare the Contractor in default and decide the forfeiture of the Participation Bond to TIF-HELEXPO S.A. without any further procedural steps.

4.1.7 Performance Bond

a) At the time of signing of the contract, the contractor shall submit a contract performance bond, replacing its tender procedure participation bond.

B) The performance bond amount is set at 4% of the contract value, net of VAT. The performance bond is provided to cover the contractor's liability towards TIF-HELEXPO S.A. for the timely, proper performance of the contract in accordance with the terms agreed upon, shall remain in effect throughout the term of performance of the contract, shall be accordingly extended in the event of time extension, and shall be returned to the contractor within two (2) months from the date of final quantitative and qualitative acceptance of the scope of the contract by TIF-HELEXPO S.A. and following settlement of any claims. The performance bond shall be forfeited in the event of breach of the terms of the contract and the notice. In all cases, the Performance Bond must remain in effect until it is returned to the bank/credit institution or until TIF-HELEXPO S.A. sends a written declaration concerning its release.

C) In the event of an increase in the financial scope during the performance of the contract or an extension of its term of duration, the contractor may be required to present a supplementary performance god. In the event of a decrease in the economic scope, as noted above, the bond amount may be reduced accordingly, following a request by the contractor.

d) Bonds shall be issued by credit or financial institutions or insurance firms, within the meaning of Article 14(1)(b) and (c) of Law 4363/2016 (Government Gazette Series I, Issue 13) lawfully operating in Greece or a different Member State of the European Union or the European Economic Area or a party to the Government Procurement Agreement and have that right.

Such bonds may also be issued by the Engineers and Public Works Constructors Fund (TMEDE) or provided in the form of a bill issued by the Consignment Deposits & Loans Fund with consignment of the corresponding monetary sum thereto. If a consignment is established with a securities consignment bill at the Consignment Deposits & Loans Fund, the coupons or dividends maturing during the term of the bond shall be returned after their maturity to the economic operator in whose favour the bond was issued.

e) In cases of groups of persons submitting a joint tender, the performance bond shall, on penalty of exclusion, personally, jointly and severally cover the liability of all members expressly named in the letter. In cases of groups/joint ventures/joint ventures of economic operators being established, the performance bond shall also include, on penalty of exclusion, a term stipulating that “the bond covers the obligations of all the economic operators participating in the group/joint venture/joint venture being established”, personally and for each of them as jointly and severally liable due to their capacity as members of the group or joint venture or joint venture being established.

There may be a single performance bond letter for the entirety of the bond provided or the sum of several bond letters, provided each letter jointly and severally covers the liability of all members.

f) Bonds shall be prepared in the Greek language or shall necessarily be accompanied by an official translation.

g) Bonds shall necessarily include a term concerning waiver of the guarantor of the pleas of division and discussion and all other related pleas, as well as the obligation of the guarantor to pay TIF-HELEXPO S.A. the sum of the bond within a specific deadline, following written notice by TIF-HELEXPO S.A., without pleas or objections, and without the guarantor being entitled to inquire as to the existence or lawfulness of TIF-HELEXPO S.A.'s claim. The term need not be included where the bond letters are provided by means of a bill issued by the Consignment Deposits & Loans Fund. Therefore, the bonds referred to in this Article include the following information as a minimum:

a) the date of issue,

b) the issuer,

c) the name ‘Thessaloniki International Fair Single-Member S.A.’ to which they are addressed,

d) the bond number,

e) the amount covered by the bond,

f) the full name, TIN and address of the economic operator in whose favour the bond is being issued,

g) terms stipulating that:

aa) the bond is being provided unreservedly and irrevocably, and the issuer waives the right of division and discussion; and

bb) should it become forfeit, the forfeiture amount shall be subject to stamp duty,

h) the information of the notice or call for expressions of interest and the deadline for submission of tenders,

i) the bond expiry date or effective term,

j) the undertaking of an obligation by the issuer of the bond to pay the bond amount in whole or in part within five (5) days of ordinary written notice to the party to which it is addressed, and

k) in cases of performance and advance bonds, the number and title of the contract.

Indent (aa) of subparagraph (g) above shall not apply to bonds provided in the form of a bill issued by the Consignment Deposits & Loans Fund.

h) The participation bonds of the contractor and other candidates included in the final ranking table shall be returned following submission of the performance bond required by the contractor and within five (5) days from the date the contractor signs the contract. The bonds of participants who were excluded at a previous stage of the award procedure shall be returned to them within five (5) days from the date the stage in question concluded, provided no legal remedies or pleas have been lodged or the deadline for lodging a legal remedy or plea has elapsed without action or the participants have waived the foregoing.

4.1.8 If the contractor is declared to be in default, TIF-HELEXPO S.A. shall contact the next candidate in the ranking and begin the process of signing a contract with that candidate.

4.1.9 Where TIF-HELEXPO S.A. exercises one or all of its rights of pre-emption, as provided for in paragraph 1.3 hereof, TIF-HELEXPO S.A. and the Contractor shall sign a supplementary contract or contracts. The assignment of additional services shall be carried out under the same financial and other conditions as those applicable to the assignment of the services requested herein. When signing the additional contracts, TIF-HELEXPO S.A. has the right to demand and the contractor is obligated to provide TIF-HELEXPO S.A. with a Performance Bond for the supplementary contract or contracts, corresponding to 4% of the contractual price of each additional contract (net of VAT) and to comply with all the terms and conditions set forth herein concerning the Performance Bond of the initial contract, which shall apply and remain in effect for all the provisions herein concerning the Performance Bond of the initial contract.

4.2 Payment

The payment of the Contractor shall take place as follows:

On the last day of operation of each exhibition/event, as described in paragraph 1.2 of Part B hereof, and of any other exhibition/event, where the rights of pre-emption referred to herein are exercised, TIF-HELEXPO S.A., through the competent head of Monitoring and Acceptance, shall certify the services provided per event/exhibition and prepare a relevant Certification and Acceptance Protocol, certifying that the services rendered correspond in terms of quantity, quality and the deadline for their execution to the requirements laid down by TIF-HELEXPO S.A. Furthermore, the provision of TIF-HELEXPO S.A. services to the contractor (including but not limited to provision of wired internet access, ceiling suspension points, power supply, water supply, etc.) shall be certified. This protocol shall be notified to the

Contractor the following day. Within two (2) days of preparation of the aforesaid Certification and Acceptance Protocol and upon receiving the necessary supporting documents, TIF-HELEXPO S.A. shall pay the Contractor 50% of the contractual price, plus VAT, concerning each exhibition/event. The remaining 50% of the price, plus VAT, after deducting the amount corresponding to the services provided by TIF-HELEXPO S.A. to the contractor, shall be paid within forty five (45) days from the date of preparation of the Certification and Acceptance Protocol, following submission of certificates of no outstanding tax and social security debts.

All payments shall be made in euros upon submission of the lawful supporting documents provided for in the provisions in force at the time of payment and at a time specified in the necessary administrative procedure for the issuance of the relevant remittances. After a reasoned letter, the Contractor may request an advance payment of up to 25% for a large-scale project to be implemented in the immediate future. TIF-HELEXPO S.A. shall examine the request and may, depending on the circumstances, accept it. The advance amount of up to 25% is presumed on the basis of corresponding historical data of the project to be implemented.

As regards issues of the Contractor being declared in default and imposing sanctions thereon, Article 35 of the Procurement Regulation of TIF-HELEXPO S.A. applies.

In respect of services relating to Category B, the invoice shall indicate the initial price of the special construction, the discount rate, as arising from the contractor's Financial Tender, and the final invoice amount after deducting the discount and plus VAT, which concerns the amount to be paid by TIF-HELEXPO S.A.

4.3 Other obligations of the Contractor - Special performance terms

In the assignment contract to be signed between TIF-HELEXPO S.A. and the contractor, the following conditions shall apply, even if they are not included in the text of the contract:

- a.** The contractor shall be liable towards TIF-HELEXPO S.A. for proper performance of its obligations; through the provision of its services, the contractor must ensure the quality of the services rendered, as well as their lawfulness.
- b.** No obligation, commitment, or liability shall be incurred by TIF-HELEXPO S.A. toward third parties arising from contracts or any relationships between the contractor and said third parties regarding, directly or indirectly, the performance of the contract with TIF-HELEXPO S.A. The Contractor shall be exclusively burdened with all types of fees, remuneration, compensation, and generally all types of related and intellectual property rights, as well as any expenses, whether its own or of third parties, pertaining in any way, directly or indirectly, to the performance of the contract with TIF-HELEXPO S.A. The contractor is obligated to settle all such costs, third-party claims, etc. In the event of non-compliance with this term, the contractor shall be obligated to fully indemnify TIF-HELEXPO S.A. for any damages incurred should a third party take legal action against TIF-HELEXPO S.A. and successfully enforce its claims judicially from TIF-HELEXPO S.A. Furthermore, the contractor, upon being impleaded by TIF-HELEXPO S.A., is required to file a main or, alternatively, an additional intervention in favour of TIF-HELEXPO S.A. in any relevant legal proceedings, and shall reimburse TIF-HELEXPO S.A. for all legal costs and expenses incurred both domestically and abroad.

The Contractor shall bear the same obligations toward TIF-HELEXPO S.A. regarding any damage to persons or property caused by the contractor or its agents during, or as a result of, the performance of the contract with TIF-HELEXPO S.A. The contractor shall be exclusively liable for the restitution of all direct and consequential damages, including non-material damage and mental anguish incurred by any third party.

c. The contractor is obligated to perform the project in accordance with the terms of the contract notice, in accordance with its tender, as this will be accepted by the award decision of TIF-HELEXPO S.A., under the terms of the contract to be signed, in such a way that the interests of TIF-HELEXPO S.A. are served and the scope of this contract is fulfilled in the most effective manner.

d. Contractor staff fees

The contractor is obligated to have available the necessary staff throughout the term of duration of the contract, and shall solely and exclusively bear the cost of payroll and any other expenses of such staff (social security funds, compensation, redundancies, accidents, bonuses, etc.).

TIF-HELEXPO S.A. has no employment or other relationship with the contractor's staff, nor does it bear any criminal or civil liability arising from the employment relationship between the contractor and the staff the contractor uses (e.g., occupational accidents, violations of labour legislation, etc.).

e. Liability for accidents

The Contractor guarantees that the duties undertaken hereunder shall be performed in accordance with the terms hereof and its Technical and Financial Tender, or as otherwise directed by TIF-HELEXPO S.A. during the performance of the services.

The Contractor shall be solely and exclusively responsible for compliance with applicable legislation regarding its employed staff and associates for the fulfilment of the contractual obligations.

TIF-HELEXPO S.A. is released from any and all liability or obligation arising from any accident or any other cause during the performance of the contract.

The Contractor must act with due diligence and care to prevent acts or omissions that could adversely affect the interests of TIF-HELEXPO S.A.

The Contractor is obliged to repair any damage or injury caused through its fault or the fault of its staff to the movable or immovable property of TIF-HELEXPO S.A. or to third parties during the performance of their duties.

The Contractor shall be exempt from liability for damage caused during the performance of work based on instructions given by the competent department of TIF-HELEXPO S.A., only if the Contractor has expressed relevant objections in writing prior to the execution of said work.

The Contractor bears exclusive civil and criminal liability for any accident involving TIF-HELEXPO S.A. staff, any third party, the Contractor themselves, or any staff employed by the Contractor, which may occur during the execution of works due to the fault or negligence of the Contractor or its staff.

It is clarified that the staff used by the Contractor shall be selected, hired, and remunerated exclusively by the Contractor, who shall be their sole employer; TIF-HELEXPO S.A. does not have, and cannot have, any relationship with them. By way of exception, TIF-HELEXPO S.A. reserves the right to demand that the Contractor replace any person whom TIF-HELEXPO S.A., at its sole discretion, deems unsuitable.

Furthermore, the Contractor is obligated to scrupulously comply with applicable labour and social security legislation regarding the regular and extraordinary remuneration of said staff, their social security, and other benefits of a similar nature, and may never refuse the payment of such benefits to the staff employed.

Throughout the performance of the project, the Contractor is obligated to comply with all applicable laws and regulations, particularly those concerning the health and safety of the staff employed by the Contractor, being liable for any violation thereof.

If an action is filed against TIF-HELEXPO S.A. by any third party claiming compensation for a cause directly or indirectly related to the project performed by the Contractor or its staff, the Contractor is obligated, upon being impleaded by TIF-HELEXPO S.A., to intervene in the proceedings for the purpose of undertaking the legal defence to support TIF-HELEXPO S.A. in every instance.

In any case, the Contractor is obligated to reimburse TIF-HELEXPO S.A. for the full amount that the latter may be ordered to pay the plaintiff, as well as for any other costs incurred by TIF-HELEXPO S.A.

Additionally, the Contractor acknowledges that it visited the buildings and premises of TIF-HELEXPO S.A. and inspected the facilities, which meet all requirements for the uninterrupted and safe work of its staff, ensuring there is no risk of accident.

In the event of an accident, the Contractor shall be solely liable.

f. Obligations of the contractor after signing the contract

Following the signing of the contract and within a period not exceeding 30 working days, the contractor company shall submit a work plan, which shall be signed once it has been approved by the competent bodies of TIF-HELEXPO S.A. and the contractor.

For the purpose of providing optimal technical support to TIF-HELEXPO S.A., the Contractor may submit proposals to the Technical Department of TIF-HELEXPO S.A., which, upon review, may be implemented without any additional remuneration.

4.4 Default of Contractor

4.4.1 In the event that the contractor fails to fulfil its contractual obligations in a timely or proper manner, the contractor may be declared in default by decision of the competent body of TIF-HELEXPO S.A., pursuant to Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A. Before the contractor is declared in default, a special invitation shall be sent to the contractor describing, at the care of the competent Division, the breach of the terms of the contract and setting a reasonable deadline for the satisfaction of the TIF-HELEXPO S.A.'s claims. If the contractor does not comply within the deadline set, the competent Division shall submit a reasoned recommendation to declare the contractor in default to the competent

decision-making body of TIF-HELEXPO S.A. in accordance with Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A.

4.4.2 The contractor shall not be declared in default if reasons of force majeure apply.

4.4.3 The default shall become definitive if an appeal is not lodged with the competent body under Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A. within five (5) business days from the date of communication of the decision to the contractor or if it is rejected. The timely lodging of an objection shall suspend the default until a decision is made on the matter. The body specified in Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A. shall rule on the objection in question within ten (10) days at most, following a recommendation by the competent Division. Should the above competent body not rule on the objection within the aforesaid deadline, the objection shall be considered to have been rejected.

4.4.4. Pursuant to a decision of the body of TIF-HELEXPO S.A. specified in Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A., sanctions specified in said decision shall be imposed on the contractor declared in default, such as partial or total forfeiture of the performance bond, as applicable.

4.4.5. Moreover, the contractor shall be declared in default where, following communication of an invitation to sign a contract and without prejudice to objective reasons of force majeure, the contractor does not appear within the deadline set to sign the agreement within the deadline set in the special invitation.

4.5 Insurance obligations

The Contractor is obligated to take every appropriate safety and protection measure to prevent loss and damage and is responsible for any loss or damage to persons, property, or facilities of TIF-HELEXPO S.A., its staff, or third parties, and for the rectification of any such damage or loss that may be caused during or on the occasion of the execution of the Project by the Contractor.

The Contractor is obligated to insure and keep insured its staff with the competent social security organisations throughout the duration of the execution of the Project.

The Contractor is obligated to enter into a contract with an insurance company and to submit, along with the other award supporting documents, a copy of a civil liability insurance policy covering the premises of the Thessaloniki International Exhibition and Congress Centre.

The object of this insurance is to cover the contractor's third-party civil liability, and the insurance company is obligated to pay compensation to third parties for personal injury, mental anguish or non-material damage, and material damage to real or personal property caused throughout the term of duration of the contract as a result of or in connection with it.

A copy of the insurance policy must be submitted to TIF-HELEXPO S.A.

In the event of failure to fulfil this term in a timely and proper manner, TIF-HELEXPO S.A. shall be entitled not to proceed with the performance of the contract, the participation bond shall be forfeited to TIF-HELEXPO S.A., and the latter shall be entitled to seek any further direct or consequential damages.

4.6 Deadlines - Penalty Clauses

4.6.1. All overall and partial delivery deadlines shall commence as of the time of signing of the contract, unless otherwise stipulated therein.

4.6.2. The contractual deadlines for delivery of all or part of the contract may be extended by virtue of a decision made by and at the discretion of the competent body of TIF-HELEXPO S.A. in accordance with Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A. The extension shall be granted with TIF-HELEXPO S.A.'s interests being the criterion, following a relevant written request by the contractor substantiating the grounds for the delay.

4.6.3. TIF-HELEXPO S.A. may impose, by virtue of a decision made by and at the discretion of its competent body under Article 20(1) of the Procurement Regulation of TIF-HELEXPO S.A., a penalty on the Contractor for each day of exceedance of the contractual time of delivery of all or part of the contract with the contractor being at fault or due to lapse of a deadline set to replace rejected deliverables and any breach of the terms of the notice and contract, all of which are considered material, during the acceptance process.

Specifically, for the first breach of the contract terms, a fine of **5,000 euros** shall be imposed. In the event of a second (**identical or otherwise**) breach, the amount of the fine shall be doubled, and for every further breach, the fine shall be doubled relative to the **immediately** preceding time, and so on.

The monetary sums from these penalties shall be withheld from the consideration due to the Contractor, and specifically during the payment of the first account following the imposition of the penalty.

The aforementioned penalties concern works that are executed deficiently or are not executed at all. In the second case (namely, when work is not executed due to the Contractor's fault), the corresponding consideration for the work shall also not be paid.

4.6.4. The imposition of penalties shall not preclude the right of TIF-HELEXPO S.A. to declare the contractor in default.

4.7 Contract Amendments

Where deemed necessary, the contract may be amended at any time in writing, provided both contracting parties agree to this amendment.

4.8 Dispute Resolution

The contract is governed by Greek law. Any dispute or disagreement regarding the interpretation, application, and performance of the contract, as well as any claim or demand arising therefrom between the contracting parties, shall be resolved by the Courts of Thessaloniki, which have jurisdiction *ratione materiae* and which the contracting parties recognise and accept as having exclusive jurisdiction and competence to adjudicate the aforementioned disputes, and before which TIF-HELEXPO S.A. shall sue or be sued, with Greek substantive and procedural law applying in all cases.

4.9 Liability of group members

In the event that the Contractor constitutes a group, each member of the group shall be jointly and severally liable towards TIF-HELEXPO S.A. for the performance of the contract.

4.10 Liability – compensation

The Contractor is obligated to perform the duties undertaken under the contract in accordance with the terms of the contract, the award decision, its tender, and the Notice, otherwise it shall be obligated to compensate TIF-HELEXPO S.A. in accordance with the law.

PART B SCOPE OF THE PROJECT

1. GENERAL DESCRIPTION OF THE PROJECT

1.1 Facilities

The Thessaloniki International Exhibition and Congress Centre ("TIECC") of TIF-HELEXPO is situated in the city centre, covering an area of 175,000 sq.m., of which 62,000 sq.m. constitute indoor exhibition space. The exhibition complex consists of three congress centres: "Nikolaos Germanos", "Ioannis Vellidis", and "Emilios Riadis", with a total capacity of 4,000 seats, as well as 17 Pavilions. TIF-HELEXPO also manages an outdoor and an underground car park in Thessaloniki, along with a series of immovable properties for commercial and professional use within the boundaries of the exhibition centre.

Candidate economic operators, when submitting their tender, shall need to take into account the extent of the facilities of TIF-HELEXPO S.A. For this purpose, candidate economic operators may visit the International Exhibition and Congress Centre, following a relevant written request sent to TIF-HELEXPO S.A., up to ten (10) days before the closing date for the submission of tenders. Candidate economic operators can obtain detailed information regarding the facilities on the company's website in the "Facilities" section (<https://helexpo.gr/venue/>).

1.2 The Company's Activities – The Contractor's Scope of Work

TIF-HELEXPO is responsible for organising the Thessaloniki International Fair, organises more than 15 trade fairs, conducts regional exhibitions throughout Greece, organises national pavilions at major international exhibitions held abroad, organises congresses and cultural events, manages and exploits its assets and the "RadioDETH 104.9" radio station, and provides advice to the state regarding exhibition policy.

The estimated exhibition calendar of TIF-HELEXPO S.A. for the duration of the **contract to be signed, together with the right of pre-emption concerning a 1-year extension**, includes the following exhibitions according to current data, which are listed indicatively and not exhaustively:

2026-2028

- ATHENS INTERNATIONAL JEWELLERY SHOW
- ARTOZYMA
- AGROTICA
- FORWARD GREEN
- RENEWABLE ENERGY TECH
- FRESKON
- ~~THESSALONIKI INTERNATIONAL BOOK FAIR~~
- ~~ART THESSALONIKI INTERNATIONAL CONTEMPORARY FAIR~~
- ART THESSALONIKI INTERNATIONAL CONTEMPORARY FAIR
- BEYOND
- THESSALONIKI INTERNATIONAL FAIR
- KOSMIMA
- PHILOXENIA – HOTELIA

- **FOOD AND DRINKS**
- **ZOOTECHNIA**
- **AGROTHESSALY**
- **ASTEROKOSMOS**

All the above exhibitions will be held within the Municipality of Thessaloniki and, more specifically, within the facilities of TIF-HELEXPO situated in the aforesaid Municipality, save AGROTHESSALY, which will be held in Larisa, and AIJS (ATHENS INTERNATIONAL JEWELLERY SHOW) and Beyond, which will be held in Athens.

It is noted that the above exhibition schedule **is indicative and in no case binding upon TIF-HELEXPO S.A., which reserves the right to use the services that are the subject of this notice** throughout the effective term of the contract signed with the Contractor in order to meet the needs of any of the exhibitions organised within the territory of Greece, even if such exhibition is not mentioned in the above exhibition schedule. TIF-HELEXPO S.A. shall notify the final name and date of each exhibition/event to the Contractor in writing no later than one (1) month before the commencement of each such exhibition/event.

1.3. Detailed Description of the Work of the Contractor

In view of the aforementioned activities of TIF-HELEXPO S.A. and within the framework of their implementation, TIF-HELEXPO S.A. hereby issues a notice for tenders for the provision of exhibition structures, equipment, and services for exhibitors participating in exhibitions and other events organised and/or co-organised by TIF-HELEXPO S.A. The contract under tender concerns the provision of services concerning exhibition structures and stand equipment which TIF-HELEXPO S.A. is obligated to provide to participants during the conduct of its exhibitions and other events

Specifically, the Project under tender is divided into two categories as follows:

1) Category A 'Fixed and standardised Exhibition Structures and Equipment':

Category A includes the provision of services concerning exhibition structures, equipment and services to exhibitors participating in the exhibitions and other events organised and/or co-organised by TIF-HELEXPO S.A., with such services being standardised and for which the exhibition structures and equipment required and set in advance herein are used, as such structures and equipment are described in detail in the required compliance tables found in par. 1.3 of this Part.

2) Category B: 'Special Exhibition Structures and Equipment':

Category B includes the provision of services concerning special exhibition and congress structures and equipment, adapted to the specific needs of exhibitors participating in the exhibitions and other events organised and/or co-organised by TIF-HELEXPO S.A., which cannot be specified in advance and which are not covered by the equipment required under the preceding category and that is included in the Compliance Tables found in par. 1.3 of this Part. These special exhibition constructions are designed by specialised architects - designers,

separately for each exhibitor, and include structural stability designs, lighting designs, graphics and audiovisual equipment. They cover the special needs for the promotion of the products and services of participating exhibitors and, according to established practice, consist of wooden shells with a floor, walls and roof, special lighting, extensive prints affixed to the roofs of stands, as well as advanced audiovisual systems.

In respect of each event, the stands shall be configured in accordance with the layout specified, on the basis of floor plans, by the competent Division of TIF-HELEXPO S.A. As the layout differs for each event, the systems used must be able to be demountable, such that the prospective contractors provide comprehensive exhibition structure and equipment services tailored to the requirements of each aforementioned exhibition. It is noted that the services tendered include the removal and dismantling of all materials and items required for the execution thereof. The prices tendered by the contractor, as set out in its Financial Tender, shall cover the provision of the entirety of the requested services, including the cost of materials, full and artful assembly, transport and storage of materials, dismantling and removal thereof, and any other cost or expense required of the contractor for the complete and proper provision of the services requested herein, and such prices shall remain valid for the entire term of duration of the contract or any extension thereof pursuant to the right of pre-emption provided for in paragraph 1.2.

1.4. Compliance tables

The services to be provided by the Contractor to TIF-HELEXPO S.A. regarding Category A of the Project ('Fixed and Standardised Exhibition Structures and Equipment'), as detailed above, are set out in the following compliance table; the quantities provided are based on measurements **for the period from 1 September 2023 to 31 July 2025** and projections **for the period from 1 August 2026 to 31 July 2027**. The prospective contractor must demonstrate in its Technical Tender that it will provide TIF-HELEXPO S.A. with all the services requested in the compliance table. Prospective contractors must fill in the compliance table properly and include it in their Technical Tender.

Category A

COMPLIANCE TABLE

S/N	Description	Dimensions (in metres)	Quantity on an annual basis	Compliance YES/NO
STANDARDISED STAND				
1.	Provision and installation, in full working order, of a standardised stand (Type 2), which shall strictly comprise the following equipment: white leatherette partitions, 2.5m tall, on closed sides, fascia 0.25–0.40m on open fronts, new carpet flooring, company name on fronts, two (2) sets of five or three spotlights per 16 sq.m., one (1) power socket, one (1) simple desk, three (3) chairs, and one (1) low coffee table per 36 sq.m.	NO	14,500sq.m.	
WALLS/PARTITIONS				

2.	<p>Provision and installation of demountable panel systems. The panel frame shall consist of aluminium profiles powder-coated in a colour of TIF-HELEXPO S.A.'s choice (profile colour) [defined and used for all items included in this technical description]. The frame consists of vertical uprights 2.50m tall, with four to eight channels (grooves), from 0.50m and 1.00m, with two or three horizontal transoms.</p> <p>The panel material is melamine or PVC [in one of three neutral colours, specifically grey, white, and a colour of TIF-HELEXPO S.A.'s choice as included in the technical descriptions] with a thickness of 3 to 6 mm. The system must allow for floor adjustment with tolerances of +/- 5% via special mechanisms at the base of the uprights, and the ability to add panels at height multiples of 0.5m.</p> <p>System adaptability for 5m to 5.5m height with special fittings and bracing. Capability to integrate suspended ceilings and access panels that can be opened to allow for maintenance of the stand's electrical panels. Capability to fit light fixtures on panels, fascias, transoms, and suspended ceilings.</p> <p>Tightening mechanisms for horizontal and vertical elements.</p>	1.00m x 2.50m	3,000 pcs	
3.	Supply and installation of partition panels measuring 1.00m x 2.50m with glass or plexiglass, consisting of an aluminium frame similar to the "partition panel, 2.50m tall".		18 pcs	
4.	<p>Supply and installation of a demountable system with panels measuring 1.00m x 0.80m – 1.10m.</p> <p>The panel frame is made of painted aluminium profile (profile colour). The frame consists of vertical supports 0.80m – 1.10m tall, with four to eight channels (angles) every 0.50m and 1.00m, with two horizontal transoms.</p> <p>The material of the panel is PVC or melamine in the base colour, with a thickness of 3 to 6 millimetres.</p> <p>The system must allow for floor adjustment with tolerances of +/- 5% via special mechanisms at the base of the uprights.</p> <p>Tightening mechanisms for horizontal and vertical elements.</p>		50 pcs	
5.	Supply and installation of a demountable system with panels measuring 1.00m x 2.50m. The specifications for "partition panel, 2.50m tall" apply, with the difference being that the Contractor must maintain a stock, in addition to the base colour, of at least 150 pcs in three (3) specific colours: in addition to the base colour, black, red, beige.		800 pcs	
6.	Supply and installation of partition panels measuring 0.50m x 2.50m with coloured infill material.		125.00 pcs	
7.	Supply and installation of partition panels measuring 1.00m x 3.00m.		50.00 pcs	
8.	Supply and installation of partition panels measuring 0.50m x 3.00m.		13.00 pcs	

9.	Supply and installation of partition panels measuring 0.50m x 2.50m.		400.00 pcs	
10.	Supply and installation of partition panels measuring 0.5m x 1.10m.		30.00 pcs	
11.	Supply and installation of aluminium transom.		500.00 pcs	
12.	Supply and installation of fascia 0.50m, 1.00m, 2.00m, 3.00m, 4.00m, 5.00m long and 0.25m – 0.40m tall in total (fascias 4.00m long will primarily be used). The frame will consist of two aluminium transoms approximately 6cm tall, top and bottom, painted (profile colour). The infill material of the fascia will be PVC or melamine in a colour of TIF-HELEXPO S.A.'s choice.		200 sq.m.	
13.	Supply and installation of a door with a leaf, measuring 1.00m x 2.50m. The doors shall be folding, lockable with a padlock or key, and shall be fitted in such a way as to replace any panel of 2.50m or 3.00m height, whether it is an intermediate or end panel. The cost of re-installing the door shall be borne by the Contractor.		400 pcs	
14.	Provision and installation of a door with an aluminium frame, dimensions of 1.00m x 2.50m, with glass in the middle, which shall have the capability to be fitted into the structure as a replacement for a partition panel.		5 pcs	
ELECTRICAL EQUIPMENT - ELECTRICAL SUPPLY				
15.	Supply and installation, in full work order, of spotlights (in sets of five or three) using mirror-type LED or energy-saving lamps. In special cases, they may be used either as triplets or individual spots. The cost is calculated as a corresponding fraction of the unit price, which is for a set of five spots. The light fittings (Spots) are fixed on a metallic track, colour of TIF HELEXPO S.A.'s choice, painted, 0.80m–1.00m long, on which five sockets have been placed. The spots must have the ability to rotate so as to direct the light beam horizontally or vertically. The placement and wiring of spots must be done according to the rules of art and safety (minimum cross-section 1.5 sq.mm) and with materials of excellent quality, so as to provide full safety. There must be the possibility of placing them on the partition panel, fascia, and display cases. There must be independent lighting circuits with miniature circuit breakers (stolts) 16A per 20 lamps. Additionally, the socket circuits must be independent of the lighting circuits in each stand; all circuits shall be earthed.	NO	60 pcs	

16.	Supply and installation, in full working order, of an LED floodlight with approximately 20% deviation from the equivalent of previous conventional 500W floodlights, which must cover needs as described for spotlight fittings and satisfy safety terms. The floodlights must have the capability of being placed in outdoor areas.	NO	55 pcs	
17.	Supply and installation, in full working order, of a metallic tube with a suitable support base, 3.00–4.00m tall, with the capability of supporting up to 4 floodlights and the corresponding cable (lighting pylon).	NO	15 pcs	
18.	Supply and installation, in full working order, of a socket which is supplied by an independent feed, cross-section according to regulations, NYM type, which shall definitely include a protective conductor. The metallic structure of the exhibition space must also be necessarily grounded to the protective conductor.	NO	75 pcs	
19.	Supply and installation, in full working order, of an electrical panel according to the requested power. The panel, single-phase or three-phase, shall feature the required supply cable and the protective relay for power-lighting. The single-phase panel shall feature an additional 3 (three) miniature circuit breakers of 16A. The three-phase lighting panel shall feature 6 (six) MCBs of 16A and 20A. Additionally, the single-phase lighting panel provides up to 3kw (with a general fuse of 20A), except in special cases such as a single-phase machine. Above 3kw for lighting, three-phase panels are installed according to the requested power (3x25, 3x40, 3x63). For special cases of high power, the Contractor shall promptly inform the technical service of TIF-HELEXPO S.A.	NO	4,000kw	

STAND EQUIPMENT

20.	Supply and installation of display cases measuring approximately 1.00m x 0.50m x 2.50m, consisting of an aluminium frame with paint and infill for side walls of PVC or melamine (base colour, profile colour) and glass in the middle. On one large face (one metre), the glass shall be two sliding pieces for easy placement of exhibits. There must also be the possibility of placing a lock on the two sliding glass panels. On one face (one metre), a small door (made of PVC or melamine) shall consist of two sliding pieces at the bottom, which shall have small handles. Internally, there must be the possibility of placing spotlights and floodlights. The top and bottom parts shall be covered with PVC or melamine 3 to 6 millimetres thick.		10 pcs	
21.	Supply and installation of display cases of similar dimensions, approximately 1.00m x 0.50m x 2.20m, with the same characteristics as "display case 1.00m x 0.50m x 2.50m" with the difference being that internally there will be (3) three levels – glass shelves and the upper part will be smaller in height.		8 pcs	
22.	Supply and installation of shelves 1.10m long and 0.27m – 0.30m wide, made of melamine, in a colour of TIF-HELEXPO S.A.'s choice, 16 millimetres thick, with finished edges and the capability of being supported on a partition panel.		8 pcs	

23.	Supply and installation of shelves made of rounded glass 5 millimetres thick, 1.10m long and 0.27m – 0.30m wide, with the capability of being supported on a partition panel.		5 pcs	
24.	Supply and installation of shelves 1.00m long and 0.27m – 0.30m wide, of melamine in a colour of TIF-HELEXPO S.A.'s choice, 16 millimetres thick with finished edges. Placed at an angle on a side wall frame, which is supported on the partition panels.		1,800 pcs	
25.	Supply and installation of hangers from an aluminium frame, measuring approximately 1.00m x 0.25m – 0.30m x 2.50m, with melamine shelves (base colour), (3) three to (5) five levels each and 14 to 16 millimetres thick, and adaptable to the structure of the stand.		8 pcs	
26.	Supply and installation of a large cube from an aluminium frame (profile colour) measuring approximately 0.50m – 0.60m x 0.50m – 0.60m x 0.70m – 0.80m. The infill material of (4) four vertical side walls from PVC or melamine (base colour), 3 to 6 millimetres thick. The top surface of the cube is covered with melamine 16 millimetres thick. The bottom surface of the cube remains empty. Capability for the cube to be completely wooden, painted white at the same cost, if requested by TIF-HELEXPO S.A.		5 pcs	
27.	Supply and installation of a small cube measuring approximately 0.50m – 0.60m x 0.50m – 0.60m x 0.50m – 0.60m. Otherwise identical to the large cube.		5 pcs	
28.	Supply and installation of a metal-framed desk measuring approximately 1.10–1.30m x 0.70–0.80m x 0.70m, as well as a locking drawer unit that includes a pencil tray and at least (2) two drawers.		40 pcs	
29.	Supply and installation of a wooden desk measuring approximately 1.40–1.60m x 0.72–0.85m x 0.70m, with a locking drawer unit that includes a pencil tray and at least (2) two drawers.		5 pcs	
30.	Supply and installation of a metal-framed chair without armrests.		100 pcs	
31.	Supply and installation of a glass meeting table with a metal frame measuring approximately 1.50m x 0.80m x 0.75m.		3 pcs	
32.	Supply and installation of an oblong low coffee table with a metal frame that matches the simple table.		3 pcs	
33.	Supply and installation of a square low coffee table with a metal frame that matches the simple table.		13 pcs	
34.	Supply and installation of a metal-framed desk table that matches the simple table, measuring approximately 1.20–1.30m x 0.60–0.80m x 0.70m.		3 pcs	
35.	Supply and installation of a white folding table measuring approximately 1.80m x 0.70m x 0.75m.		3 pcs	
36.	Supply and installation of a round wooden table, 0.80–1.00m in diameter.		3 pcs	
37.	Supply and installation of a round glass table with a glass top, 0.80–1.00m in diameter.		25 pcs	
38.	Supply and installation of a wheeled swivel seat with armrests and a height adjustment mechanism.		3 pcs	

39.	Supply and installation of a seat with armrests, matching the desk seat.		3 pcs	
40.	Supply and installation of a seat with a metal frame and wood infill.		25 pcs	
41.	Supply and installation of a wooden cabinet with two doors, a lock, and two internal shelves, measuring approximately 0.80-0.50x0.70m.		10 pcs	
42.	Supply and installation of a wooden closet with two doors, a lock, and two internal shelves, measuring approximately 1.00-0.60x1.10m.		3 pcs	
43.	Supply and installation, in full working order, of a metallic or plastic coat rack.		8 pcs	
44.	Supply and installation of furniture for TV placement, with two internal levels, measuring approximately 1.00-0.70x1.00m.		8 pcs	
45.	Supply and installation of curved furniture (INFO) with two internal levels, measuring approximately 1.50-0.50x1.00m.		20 pcs	
46.	Supply and installation of corner furniture (INFO) with two internal levels, measuring approximately 1.50-0.50x1.00m.		28 pcs	
47.	Supply and installation of a stool with a metallic frame and leather seat, measuring approximately 0.70-0.90m.		28 pcs	
48.	Supply and installation of a stool (Boobo) with a metallic frame and synthetic plastic seat, white colour, measuring approximately 0.70-0.90m.		23 pcs	
49.	Supply and installation of a stool with a metallic frame, backrest, and leather seat, measuring approximately 0.70-0.90m.		3 pcs	
50.	Supply and installation of a sofa with a metallic frame and leather cushions, two or three-seater.		3 pcs	
51.	Supply and installation of a floor-standing brochure holder made of plexiglass with 3 A4 pockets, measuring approximately 0.80-1.20m.		5 pcs	
52.	Supply and installation, in full working order, of a small refrigerator, measuring approximately 0.60m x 0.60m x 0.85m.		13 pcs	

FLOORING – CARPETING

53.	Floor covering for non-standard exhibition stands, if requested by the exhibitors, and of the internal-external communal areas, carried out using new European-origin nylon carpet in nine colours. The carpet shall be adhered to the floors with double-sided tape and at the surface joints of the carpets there is the possibility, if requested by the Service, that high-adhesion tape of the same colour as the carpet be used. The covering of the communal areas usually takes place on the day before the event's commencement. The number of colours to be used shall be 9.	NO	62,500.00 sq.m.	
-----	--	----	-----------------	--

SIGNAGE – PRINTING

54.	Supply and installation of signs which must consist of adhesive letters, measuring approximately 10cm high and 2cm wide, in special frames to be placed on the fascia of the stands and in colours of the Service's choice.	NO	50 pcs	
55.	Production and installation, in full working order, of prints on vinyl (banner) laminate on a frame.	NO	5.030 sq.m.	
56.	Production and installation, in full working order, of prints on vinyl (banner) coated on a frame.	NO	33 sq.m.	
57.	Production and installation, in full working order, of prints on vinyl (banner) laminate with eyelets.	NO	720 sq.m.	
58.	Production and installation, in full working order, of prints on vinyl (banner) laminate with a sleeve and tube.	NO	63 sq.m.	
59.	Production and installation of flags measuring approximately 2 x 1.2 m.	NO	23 pcs	
60.	Production and installation of flags measuring approximately 2.5 x 1.5 m.	NO	5 pcs	
61.	Production and installation of flags measuring approximately 3 x 1.8 m.	NO	5 pcs	
62.	Production and installation, in full working order, of self-adhesive vinyl.	NO	400 sq.m.	
63.	Production and installation of self-adhesive vinyl supertag.	NO	400 sq.m.	
64.	Production and installation of self-adhesive vinyl with die-cutting.	NO	53 sq.m.	
65.	Production and installation of self-adhesive on 5mm foam board.	NO	185 sq.m.	
66.	Production and installation of self-adhesive on 10mm foam board.	NO	158 sq.m.	
67.	Production and installation of self-adhesive on 10mm double-sided foam board.	NO	30 sq.m.	
68.	Production and installation of self-adhesive on 10mm PVC.	NO	10 sq.m.	
69.	Production and installation of self-adhesive transparent sandblast film.	NO	3 sq.m.	
70.	Production and installation of self-adhesive sandblast film with die-cutting.	NO	25 sq.m.	
71.	Installation of cut-out self-adhesive letters-numbers – symbols made of vinyl.	NO	10 sq.m.	
72.	Production and installation, in full working order, of a roll-up mechanism with printing on a Helexpo mechanism, measuring approximately 0.80 x 2.00 m.	NO	19 pcs	

73.	Production and installation, in full working order, of a roll-up mechanism with printing on a Helexpo mechanism, measuring approximately 1.2 x 2.0 m.	NO	6 pcs	
74.	Production and installation, in full working order, of a roll-up mechanism / purchase 0.8 x 2 m.	NO	10 pcs	
75.	Production and installation, in full working order, of a roll-up mechanism / purchase 1.2 x 2 m.	NO	1 pcs	
76.	Production and installation of perforated Banner with eyelets.	NO	10 sq.m.	
77.	Production and installation of perforated banner with sleeve and metallic tube.	NO	125 sq.m.	
78.	SUPPORT SERVICES CREW: TIF-HELEXPO may assign the execution of support services relating either to the configuration of the Congress Centres of TIF-HELEXPO S.A., or to the configuration of pavilions for events/exhibitions being held. The execution schedule for these works shall be seven (7) days, where the works to be performed, the persons to be employed, and their working hours shall be stated.		50 eight-hour shifts	
79.	5-member coordination team. A team of 5 persons may be required annually with continuous and uninterrupted presence.		12 monthly compensations	
AUDIOVISUAL EQUIPMENT				
80.	Supply and installation, in full working order, of a 42" LED Monitor.		3 pcs	
81.	Supply and installation, in full working order, of a 50" LED Monitor.		5 pcs	
82.	Supply and installation, in full working order, of a 61" LED Monitor.		5 pcs	
83.	Interpretation system (1 booth, up to 100 receivers and headphones, 2 consoles for the interpreters, 1 transmitter, 1 radiator, 1 DSN central unit, 1 interpretation technician for installation and support during the event and removal of the aforementioned equipment, cables, accessories) for 1 day.		3 pcs	
84.	Interpretation system with the specifications referred to in point (89) above for 2 days.		3 pcs	
85.	Interpretation system with the specifications referred to in point (89) above for 3 days.		3 pcs	
86.	Interpretation system with the specifications referred to in point (89) above for 4 days.		3 pcs	
87.	Interpretation system with the specifications referred to in point (89) above for 9 days.		3 pcs	
88.	Supply and installation, in full working order, of a Laptop.		5 pcs	

Category B

The total budget of Category B for the term of the initial contract, from **1 August 2026 to 31 July 2027**, is 1,583,000 euros.

For reasons of comparative evaluation of tenders, participants shall enter, as the tender price the price (number) arising after deduction of the discount rate offered from the reference price (budget) set out herein for Category B.

Example:

Suppose that the participant has offered a discount on the budget price (exactly as requested by the notice) at a rate of 10%. In the table of the Financial Tender in Annex II, the participant will enter a bid price of $1,583,000 - (1,583,000 \times 0.10) = 1,424,700.00$. Therefore, for this example, the participant would enter the amount of EUR 1,424,700.00 in the table. It is noted that the above reference price, according to the example, is provided to quantify the discount rate given and does not constitute the final amount of the contract.

If the discount offered does not clearly arise from the tender, the tender be rejected as unacceptable.

The discount rate shall not be amenable to change during the main term of duration of the contract, nor during the exercise of rights of pre-emption.

On penalty of exclusion, only tenders for the entirety of the Project (Category A and Category B thereof) shall be accepted.

Any financial tender which exceeds the total budget **shall be rejected as unacceptable**.

In the case of an accounting discrepancy between the unit price and the total price, the unit price shall prevail.

Any tender which does not give a price in euros or gives a price in foreign currency or with a foreign exchange clause shall be rejected as unacceptable.

The tender prices shall not be amenable to change during the effective term of the contract and shall remain fixed throughout its term of duration, with the exception of the following subparagraph. More specifically, the prices of Category A shall be readjusted annually on the basis of the rate of increase in consumer prices. The application of any change to tender prices shall take place on the basis of the CPI at the end of October of the current year in order for the price increase to be taken into account from the beginning of the subsequent year. In the event of any exercise of the right to extend the term of duration of the contract, the application of any change to tender prices shall take place in the appropriate manner in terms of time.

If an extension to the term of duration of the tender is requested, the same terms apply. TIF-HELEXPO S.A. reserves the right to ask participants for the information required to document the prices tendered, which the latter are obligated to provide.

2. SPECIFICATIONS DOCUMENT - SPECIAL TERMS

2.1. Exhibition Structures and Equipment Services

The contract under tender concerns the provision of services concerning exhibition structures, exhibition equipment and services for exhibitions, conferences, and events organised and/or co-organised by TIF-HELEXPO S.A., as these are described in detail in their entirety in paragraph 1.3 of this Part (Category A: **'Fixed and Standardised Exhibition Structures and Equipment'** and Category B: **'Special Exhibition Structures and Equipment'**) and which TIF-HELEXPO S.A. is obligated to provide to exhibitors participating in the exhibitions/events organised by the latter throughout the effective term of the contract with the contractor, across the entirety of the territory of Greece, as noted in paragraph 1 of Part B hereof. It is noted that the names of the exhibitions included in paragraph 1 of Part B are indicative and are in no way binding upon TIF-HELEXPO S.A. TIF-HELEXPO S.A. shall notify the final name and date of each exhibition/event to the Contractor in writing no later than one (1) month before the commencement of each such exhibition/event. It is noted that in exhibition venues and event spaces where, for any reason or cause, there exist mandatory exclusive cooperation rights of the organisers with specific natural or legal persons for the provision of exhibition structure and equipment services, TIF-HELEXPO S.A. shall not make use of the contractor's services and the latter shall have no claim against TIF-HELEXPO S.A. for this reason.

2.1.1. In particular, as regards Category A of the services under tender of paragraph 1.3 of this Part ('Fixed and Standardised Exhibition Structures and Equipment'), which concerns the provision of services concerning exhibition structure, exhibition equipment in exhibition spaces mainly measuring 4.00×4.00m, or multiples thereof, or in exhibition stands of other dimensions, or the provision of services for any internal stand configuration or internal building cladding. The contractor must take into account that it must offer the material "Supply and installation of shelves 1m long and 0.27–0.3m wide, of melamine in a colour of TIF-HELEXPO S.A.'s choice, 16 millimetres thick with finished edges. Placed at an angle on a side wall frame, which is supported on the partition panels" (No. 24 of the Compliance Table of Article 1.4) at the International Book Fair, at a 50% discount rate due to the excessively large quantities.

2.1.2. In particular, as regards Category B of the services under tender of paragraph 1.3 of this Part ('Special Exhibition Structures and Equipment'), this concerns the provision of special custom-made exhibition structures and equipment, adapted to the specific needs of exhibitors participating in the exhibitions and other events organised and/or co-organised by TIF-HELEXPO S.A., which cannot be specified in advance and which are not covered by equipment required under the preceding Category A and that is included in the Compliance Tables found in par. 1.3 of this Part. These special exhibition constructions are designed by specialised architects - designers, separately for each exhibitor, and include structural stability designs, lighting designs, graphics and audiovisual equipment. They cover the special needs for the promotion of the products and services of participating exhibitors and, according to established practice, consist of wooden shells with a floor, walls and roof, special lighting, extensive prints affixed to the roofs of stands, as well as advanced audiovisual systems.

2.1.3. The contractor is obligated to have at its disposal for the implementation of this Project, throughout the term of duration of the contract and any extension thereto, the following materials:

Table 2.1.3.1

S/N	GOODS	UNIT	QUANTITIES
1.	Partition Panel 1.00x2.50 m.	pcs	4,500.00
2	Fascia 25-40cm wide	linear m.	2,350.00
3	LED or energy-saving bulbs (five-pack)	pcs	290.00
4	Installed 220V socket	pcs	580.00
5	Desk	pcs	350.00
6	Square small table with metallic frame	pcs	330.00
7	Plastic chair with metallic frame	pcs	740.00
8	Exhibitor Name	pcs	400.00
9.	Glass Partition Panel	pcs	10.00
10.	Low Partition Panel	pcs	100.00
11.	Partition Panel 1.00x2.50 with coloured infill material	pcs	250.00
12.	Folding Door	pcs	110.00
13.	Aluminium Door	pcs	5.00
14.	Installed LED Floodlight 100 W or 200 W	pcs	50.00
15.	Lighting Pylon (upright)	pcs	15.00
16.	Electrical supply panels (1ph & 3ph), additional to those of the standardised stands	pcs	100.00
17.	Floor Showcase	pcs	9.00
18.	Counter Showcase	pcs	7.00
19.	Melamine Shelf 1.00x0.25	pcs	13.00
20.	Glass Shelf	pcs	10.00
21.	Slanting Shelf	pcs	1,500.00
22.	Rack	pcs	5.00
23.	Large Cube	pcs	5.00
24.	Small Cube	pcs	5.00
25.	Wooden Desk	pcs	5.00
26.	Plastic chair with metallic frame and armrests	pcs	5.00
27.	Meeting Room Table	pcs	5.00
28.	Small Beech Table	pcs	5.00
29.	Small Oblong Table	pcs	5.00
30.	Small Square Table	pcs	8.00
31.	Table with metallic frame	pcs	5.00
32.	Folding Table	pcs	5.00
33.	Small Wooden Round Table	pcs	5.00
34.	Small Glass Round Table	pcs	20.00
35.	Swivel Chair	pcs	5.00
36.	Discussion Armchair	pcs	5.00
37.	Wooden Chair	pcs	12.00
38.	Cabinet	pcs	5.00

39.	Wooden Closet	pcs	5.00
40.	Coat Rack	pcs	5.00
41.	Infodesk-TV unit	pcs	13.00
42.	Infodesk Curved	pcs	15.00
43.	Infodesk Corner	pcs	40.00
44.	Stool Zeta black	pcs	15.00
45.	Stool with backrest	pcs	5.00
46.	Boobo Stool	pcs	35.00
47.	Black sofa, two- or three-seater	pcs	5.00
48.	Brochure holder	pcs	5.00
49.	Refrigerator	pcs	8.00
50.	New carpet	sq.m.	20,000.00

2.1.4. The quantities for each material, as indicated in **Table 2.1.3.1** above, have been determined from the table of events of the last two years, increased by quantities of 25% to 30% for each material at the peak of its maximum use. For materials not used by TIF-HELEXPO S.A. to date, the estimate was based on the experience of exhibition constructions used by exhibitors.

2.1.5. The Contractor is obligated, from the day on which the operation space of each exhibition/event is placed at their disposal, in accordance with the provisions of paragraph 2.1.8 hereof, and until the final removal and dismantling of all materials from the exhibition/event operation areas, to have a continuous and uninterrupted presence at the facilities of TIF-HELEXPO S.A., through a specifically authorised employee or partner, who shall cooperate with the supervisors of TIF-HELEXPO S.A. and shall set up in the site-office to be provided by TIF-HELEXPO S.A. without payment of any consideration, save operational expenses. For printing works, the contractor is obligated to have a designer-foreman available, specialised in event signage with years of experience in the field, who shall be subject to the absolute approval of TIF-HELEXPO S.A. The designer-foreman shall be briefed in a timely manner on the needs of each exhibition/event and, in cooperation with the departments of TIF-HELEXPO S.A., shall conclude the final plan of provided services. The obligation of the designer-foreman is to deliver a detailed table of all services to be provided for each exhibition, as well as drafts-mockups in detail for each sign. These drafts shall define the full details for the completion of the signs. In order to meet the Project's needs, the contract must possess a) one crane-basket vehicle with a lifting capacity of at least twelve (12) metres; b) one (1) truck or light truck with a bed height of over 1.5 metres; and c) printing machinery in operation in order to ensure uninterrupted production in the quantities required by TIF-HELEXPO S.A. Such machinery must have the capability for printing at a dimension of over 3 metres. The contractor is obligated to process the mockups-drafts, to produce a final electronic form and, once approved by TIF-HELEXPO S.A., to proceed to the printing stage, construction, and installation of the signage. All costs for the designer-foreman, graphic designers etc. shall be borne entirely by the contractor and must be included in the tender price for signage.

2.1.6. The contractor is obligated, at its exclusive care, responsibility, diligence, and expense, and in order to ensure the full, unimpeded, and proper execution and implementation of all services referred to in this notice, to store the entirety of the material referred to in Table 2.1.3.1

in storage areas to be indicated by TIF-HELEXPO S.A., located at the facilities of TIF-HELEXPO S.A. in Thessaloniki. The Contractor shall not be entitled to additional consideration or compensation for the fulfilment of this obligation, beyond the contract price. The contractor is obligated to store in the aforementioned storage areas, regardless of the current place of storage, the entirety of the required material as referred to in Table 2.1.3.1 for the execution of the Project within one (1) week of the relevant written notification from TIF-HELEXPO S.A. The storage areas to be granted free of charge shall be selected at the unfettered discretion of TIF-HELEXPO S.A.. TIF-HELEXPO S.A. shall grant the contractor the use of the aforementioned storage areas without any consideration other than operational expenses. The storage areas to be granted by TIF-HELEXPO S.A. to the contractor for the storage of the required material, in accordance with the above provisions, shall have a total area of up to 5,000 sq.m. at its facilities in Thessaloniki. For the implementation of the storage obligation provided herein, TIF-HELEXPO S.A. shall provide no assistance, financial or otherwise, to the contractor other than the free granting of the above storage areas. Consequently, the transport of the aforementioned material to the storage areas, its guarding, its maintenance in excellent condition, any maintenance and repair thereof, as well as the removal of the aforementioned material from the storage areas, shall be carried out under the exclusive responsibility, care, diligence, and expense of the Contractor. The occupation by the Contractor of any other area, even temporarily, beyond those granted, is strictly prohibited. The Contractor, who shall have full and exclusive use of the aforementioned granted areas, shall be solely liable throughout the duration of the stay and storage of the material in the event of loss, damage, and/or impairment of its value for any reason or cause, and TIF-HELEXPO S.A. shall bear no liability. For normal wear and tear, destruction, or losses that may occur to the materials used by the Contractor for the provision of the services requested herein, and which shall be stored as provided herein, the Contractor shall be exclusively liable and shall be obligated throughout the effective term of the contract to restore and/or replace damaged, worn, non-functional, or lost materials at its exclusive expense, responsibility, and care. The Contractor is obligated to carry out at own expense the utilities, extensions, panels, etc., for the connection of the storage areas to the electricity supply and to install an electric meter in the storage areas, which shall be used for the measurement and payment to TIF-HELEXPO S.A. of the electricity consumed. The consumption of electricity by the Contractor within the granted storage areas shall be borne exclusively by the latter. Within two (2) weeks of the expiration or termination of the contract by any means, the Contractor is obligated to vacate the granted storage areas and hand them over to TIF-HELEXPO S.A. in the same condition in which they were received.

2.1.7. Where feasible, TIF-HELEXPO S.A. shall deliver to the Contractor, at least fifteen (15) days prior to the commencement of each exhibition/event, layout plans of the exhibition spaces, lists of exhibitor names with their respective numbering, and the creative designs of the exhibitions/events. TIF-HELEXPO S.A. reserves the right, up until the day prior to the exhibition/event, to make modifications to the aforementioned provided data and to provide the Contractor with new and/or additional instructions, in accordance with the needs of the exhibitors and participants, and the Contractor shall be obligated to execute the services according to the new layout plans, data, and instructions, even during the operation of the Exhibition. Furthermore, throughout the duration of each exhibition/event, TIF-HELEXPO S.A. shall supervise the proper execution and operation of the provided services and, should it identify the existence of any error, mistake, and/or defect in the provided exhibition structures and equipment, it shall call upon the Contractor to proceed with the rectification of the

aforementioned errors, defects, and/or mistakes within two (2) hours of the relevant written notification.

2.1.8. TIF-HELEXPO S.A. may place the operating areas of each exhibition/event at the Contractor's disposal for the execution of their services within a reasonable timeframe so that the works may be performed. In any event, TIF-HELEXPO S.A. may, at its unfettered discretion and choice, place the exhibition/event operating area at the Contractor's disposal during any time period if there are reasons that cannot be addressed in a timely manner. The Contractor must adapt to these particularities, which shall, moreover, constitute an exception.

2.1.9. The contractor is obligated to deliver the standardised exhibition structures with the requested equipment (Type 2) ready for use five (5) days prior to the commencement of each exhibition/event. Furthermore, the Contractor is obligated to install the signs and stand numbers on the eve of the commencement of each exhibition/event. The Contractor is obligated, within two (2) calendar days, to have fully completed the production and installation of the signs for each of the exhibitions-events regarding the signage around the perimeter of the exhibition centre and at points in the city and the region to be determined for each event, and within four (4) calendar days regarding the signage of pavilions and outdoor areas of the exhibition centre. The deadline shall commence from the day the Contractor is notified and following the delivery of the schedule of works and drafts. The installation of the signs and boards shall take place at positions to be indicated by TIF-HELEXPO S.A. at any height inside or outside pavilions and buildings, and using a fixing method to be agreed upon by the department prior to installation. Certain signs or boards may potentially be installed in various locations (airports, toll stations, ports, bus/train stations throughout the territory of Greece). For those signs to be installed within the pavilion frames, it is necessary to carry out an accurate measurement of the frames for the correct and safe installation of the signs.

2.1.10.

A) Where the exhibition/event within the territory of Greece for which the Contractor is called upon to provide its services takes place outside the Region of Attica and the Regional Unit of Thessaloniki (e.g., in Larisa, Komotini, etc.), TIF-HELEXPO S.A. shall pay the Contractor the unit prices (excluding VAT) offered by the Contractor in its Financial Tender, increased by 35%.

B) Where, during the installation of signs/prints, the supervision on behalf of TIF-HELEXPO S.A. deems the use of a crane vehicle necessary for their placement at points exceeding four (4) metres in height, there shall be an increase of 20% on the printing unit prices offered by the Contractor in its financial tender.

2.1.11. The services which the Contractor shall undertake to perform shall include in every case where the installation of materials and/or items is provided for, the dismantling and removal of these from the exhibition areas within three (3) days from the conclusion of each exhibition/event at the exclusive expense and care of the Contractor and in any case without the payment of additional consideration to the latter. TIF-HELEXPO S.A. reserves the right to require the contractor to provide used carpet, of its choice, at a rate of 10% of the carpeted aisles. The Contractor is obligated to deliver it to the authorised bodies of TIF-HELEXPO S.A..

2.1.12. Beyond the contract price that the Contractor shall receive based on their Financial Tender, no other additional compensation or consideration for any reason or cause shall be

owed to the Contractor, without prejudice to the rights of pre-emption, as these are provided for in paragraph 1.2 of Part A. The aforementioned contract price fully covers the remuneration and expenses for the fulfilment of the obligations undertaken by the Contractor herein, and the Contractor may in no case request an increase in the contract price or an increase relating to the cost of materials and services.

The prices tendered by the contractor, as set out in its Financial Tender, shall cover the provision of the entirety of the services requested services, as described in paragraph 1.3 of this Part (Category A and B), including the cost of materials, full and artful assembly, transport and storage of materials, dismantling and removal thereof, and any other cost or expense required of the Contractor for the complete and proper provision of the services requested herein, and such prices shall remain valid for the entire term of duration of the contract or any extension thereof pursuant to the right of pre-emption provided for in paragraph 1.3 of Part A.

2.1.13. The Contractor is exclusively responsible throughout the term of this contract or any extension thereof, in accordance with the rights of pre-emption provided for in paragraph 1.2 of Part A, for maintaining in excellent condition and in full working order all the material and all items required for the full and proper execution of the services requested herein. Materials rendered useless due to normal wear and tear shall be removed from the premises of TIF-HELEXPO S.A. at the responsibility and expense of the Contractor and shall be replaced with new ones of excellent condition and quality, in accordance with the technical specifications they must possess under this notice. The Contractor is obligated to proceed with the production and installation of the signs and boards using materials of excellent quality so as to achieve a perfect result at both an aesthetic and structural level. The reuse of frames and support materials is permitted, provided they are in very good condition.

2.1.14. The Contractor is obligated to maintain a sufficient number of staff for the provision of the services requested by TIF-HELEXPO S.A., and any increase thereof in accordance with the provisions of the aforementioned paragraph 1.3 of Part A, throughout the duration of the preparation, operation, and dismantling of each event, as well as technicians and electricians for the maintenance and restoration of structures and equipment, as and when required. Especially in the sector of printing, the Contractor must possess a sufficient number of staff, including a graphic designer, workers, technicians, and drivers, who must be on immediate call for the execution of the Project 24 hours a day during the preparation and operation periods of the events, depending, of course, on the scope and volume of work for each event. A primary obligation of the Contractor is that all installed signs and boards must be excellently constructed and positioned throughout the duration of their use.

2.1.15. The Contractor is obligated to assign the lighting installations to a licensed installer electrician and to construct the installations in accordance with the current Internal Electrical Installation (IEI) regulations.

The same applies to the installations of additional lighting for the exhibition stands. The cost for the preparation and certification of the electrical plans shall be borne exclusively by the Contractor.

The Contractor is obligated to use only LED or energy-saving bulbs.

2.1.16. The Contractor is obligated, immediately after the conclusion of the event, to disconnect and remove the lighting fixtures within a timeframe to be indicated by the competent department. Furthermore, within a period of 24 hours from the conclusion of the event, it must

remove the perimeter signs and boards located within the city or outside the region, and within 48 hours the signs inside the exhibition centre.

2.2. Deadline for Material Storage – Default of Contractor – Performance Bond.

In the event that the Contractor fails to store, within the deadline laid down in paragraph 2.1.6 of these terms, at least 60% of the material referred to in Table 2.1.3.1 at the facilities of TIF-HELEXPO S.A. in Thessaloniki, excluding the carpet, and if it fails to proceed with the storage of the remaining 40% within fifteen (15) days from the receipt of the relevant written notification referred to in paragraph 2.1.6 of these terms, then TIF-HELEXPO S.A. reserves the right to declare the Contractor in default with all legally provided consequences, including forfeiture of the performance bond.

If the Contractor is declared in default for any reason, the performance bond shall be forfeited to TIF-HELEXPO S.A. and the continuation of the Project shall be carried out by TIF-HELEXPO S.A. by any means at the expense of the Contractor and on its behalf.

2.3. Integrity of Structures-Equipment

The provided structures and equipment placed at the disposal of TIF-HELEXPO S.A. and installed must be in full working order, free of legal and factual defects and with all agreed qualities, and must be installed perfectly, fully, and properly, in accordance with the rules of art and the specifications referred to in the compliance tables of Part B and in the Technical Tender of the Contractor.

Furthermore, the Contractor must take into account all support parameters during installation in relation to weather phenomena or sabotage; in the event of insufficient stability of the stands, the Contractor is obligated to support the construction at own expense, as directed by the competent department, using transoms or other means of support indicated by TIF-HELEXPO S.A. without charge. The liability for the installed signs and boards rests entirely with the Contractor.

2.4 Special Exclusive Partner (House Contractor)

The Contractor, upon being awarded the contract, shall be characterised, based on international exhibition centre and exhibition/event organiser terminology, as a special exclusive partner (House Contractor) with the following obligations and rights:

The Contractor is obligated to possess a specifically trained coordination team for managing the provision of services to exhibitors participating in the exhibitions organised or co-organised by TIF-HELEXPO S.A. The team shall consist of individuals who may be located at all operating pavilions of TIF-HELEXPO and the congress centres in the event that all exhibition areas of the TIF-HELEXPO Exhibition Centre are in operation. Depending on the availability of the spaces, an operational plan shall be formulated stating the operating times and the names of the employees to be engaged for the purpose of the provision of this service by the Contractor. The aforementioned operational plan must be submitted to TIF-HELEXPO S.A. no later than fifteen (15) days prior to the commencement of operation of each exhibition. The maximum number of persons for the management of exhibitor servicing shall not exceed six (6) persons for exhibitions covering all exhibition areas.

Where the exhibitor-clients wish to have equipment items and services added to the space use compensation, the procedure for Contractor measurements and exhibitor charging shall be

followed using the different purchase and sales invoices in accordance with the Financial Tender of the Contractor. The Contractor is further obligated to mark out the internal and external exhibition spaces to be placed at the disposal of TIF-HELEXPO S.A.'s exhibitor-clients. The marking plans for the exhibition spaces shall be provided by the departments of TIF-HELEXPO S.A. within a reasonable timeframe during the preparation of the events. For support needs, the Contractor must, within 30 days of the signing of the contract, include a set of exhibitor servicing services in the 'Services to Exhibitors' manual, beyond those mentioned in this notice. These include but are not limited to loading/unloading within the TIF-HELEXPO exhibition centre, finding specialised seasonal staff for exhibitors, suspension points, and water-sewage connections.

The proposal with the sales prices for the services shall be approved by TIF-HELEXPO S.A. in order to be provided to the exhibitors. In the above proposal, a 25% discount rate on the sales prices of the services shall be granted to TIF-HELEXPO, in the event that it wishes to make use of them for its own needs.

The contractor is obligated to include in the 'Services to Exhibitors' manual models with complex standardised structures that financially cover different categories of exhibitors and sectors to a large extent. Sales shall be conducted by the contractor, who shall remit a rate of 25% of the sales price to TIF-HELEXPO S.A. Example: for a 20 sq.m. stand with a price of €50/sq.m. and a total cost of €1,000 plus VAT, €250 plus VAT shall be remitted to Helexpo via an invoice to be issued by Helexpo on the day prior to the event's opening date. Where the sale is conducted by Helexpo, a 25% discount shall be granted based on the sales price stated in the manual.

Regarding the service of suspension points from the pavilion ceilings, as well as the installation of electrical supply, when the contractor proceeds with the sale of these services in a manner similar to the above, they shall remit a rate of 25% of the stated prices, and the settlement shall take place during the operation of the exhibition.

Where the sale of these services is conducted by TIF-HELEXPO S.A., a 25% discount shall be granted based on the sales price stated in the manual.

For the purposes of coordination between the special exclusive partner (House Contractor) and TIF-HELEXPO S.A., and following a relevant order from TIF-HELEXPO S.A., the Contractor is obligated to staff a team of five (5) persons (indicative number of persons) annually with continuous and uninterrupted presence, distributed among the exhibition and congress organisation services, as well as the technical, creative marketing support, and financial services of TIF-HELEXPO S.A., in order to achieve the best possible coordination between TIF-HELEXPO S.A. and the House Contractor.

These employees shall be linked by a relationship of dependent employment exclusively with the Contractor and not with any third party upon whose capacities the Contractor may rely. The salary and insurance costs of this team, as well as other costs that may arise (e.g., redundancy compensation, etc.), shall be borne by TIF-HELEXPO S.A. as also stated in the project budget. The cost for the team of employees shall be distributed in 12 monthly instalments, with the settlement of any differences that may arise taking place at the end of the year. This staff shall consist of accountants, technicians, marketing support graphic designers, and event managers who shall be employees with experience in the organisation and support of exhibitions and events. The selection of individuals shall be made with the consent of TIF-HELEXPO S.A.'s services only.

The cost of this team is shaped by the special qualifications and experience they must have in the organisation, operation, and support of exhibitions and events in general. The contractor is obligated to include all employer and other costs in its tender, as well as the contractor's

profit. This cost must be proven in detail and shall cover a five-day working week. In the case of work either outside hours or on Saturdays and Sundays, the payroll cost for this team shall be remitted on an actual cost basis at the end of each month. At the end of the year, a settlement of the administrative cost at a rate of 5% of the total cost shall take place.

2.5. Measurement – Acceptance of works

The measurement of the provided services shall be carried out by TIF-HELEXPO S.A. or a competent body to be appointed by TIF-HELEXPO S.A., with the right of the Contractor or their representative to be present. The final acceptance of the services takes place on the last day of each event. The protocol of measurement-acceptance of works must be signed by the representative of the counterparty.

2.6. Liability for accidents

The Contractor is obligated during the execution of the Project to ensure that all measures required by law are taken for the application of the safety rules that must be observed throughout the duration of the execution of the requested services in accordance with the provisions in force.

The Contractor is obligated to apply police regulations regarding order and safety against accidents and bears the exclusive responsibility for any accident or damage that occurs to themselves, their staff, or third parties from actions directly or indirectly related to the execution of the project.

The Contractor shall bear civil and criminal liability for any accident caused due to failure to take the safety measures required.

The Contractor has exclusively and entirely the responsibilities of the employer for the employed technical staff and labourers, etc., in the event that an accident occurs to them.

The Contractor is obligated to take every appropriate safety and protection measure to prevent loss and damage and is responsible for any loss or damage to persons, items, or facilities of both TIF-HELEXPO S.A. and any third party and for the rectification of any such damage or loss that may be caused during or on the occasion of the execution of the Project by the Contractor or their subcontractors, provided it is due to an act or omission thereof. It is explicitly agreed herein that in the event that any damage, loss, and/or injury is caused to persons and/or items, including the staff of TIF-HELEXPO S.A. and the Contractor itself, the exhibitors, partners, organisers, visitors of the exhibitions/events and any third person, due to the deficient, incorrect and improper execution of the services undertaken by the Contractor herein, the latter shall be exclusively liable and TIF-HELEXPO S.A. shall bear no liability in the aforementioned cases.

The Contractor and its licensed installer electrician are exclusively liable for the construction of the installation in accordance with the legislation in force in Greece (Internal Electrical Installation Regulations, Government Gazette, Series II, Issue 59/11.4.55 and amendments thereto) and for any electrocution accidents in the installations they construct.

In every stand equipped by the Contractor, the latter is also exclusively liable for the electrical installation. No other electrician may intervene with an additional installation for any reason.

2.7. Facilities provided by TIF-HELEXPO S.A. to the Contractor

Upon the signing of the relevant contract, TIF-HELEXPO S.A. shall grant the Contractor free of charge, exclusively for the execution of the services defined by this notice, office spaces at the absolute and free choice of TIF-HELEXPO S.A., with a total area of up to 500 sq.m.

The Contractor is obligated to carry out at own expense the utilities, extensions, panels, etc. required for the connection of the aforementioned offices to the electricity supply network and to install an electric meter in the office space, which shall be used for the measurement and payment to TIF-HELEXPO S.A. of the electricity consumed. Furthermore, the Contractor shall be responsible for carrying out any action required for the connection of the granted office spaces with a landline telephony provider. The cost of telephone calls made by the Contractor within the granted office spaces shall be borne exclusively by the latter.

Within twenty (20) days of the termination of the contract by any means, the Contractor shall vacate the granted office spaces and deliver them to TIF-HELEXPO S.A. in the same condition in which they were received.

ANNEXES

It is noted that this notice is accompanied by ANNEXES which include:

- I: SOLEMN DECLARATION
- II: FINANCIAL TENDER TABLE
- III. DUE DILIGENCE QUESTIONNAIRE
- IV. DUE DILIGENCE CONTRACTUAL TERMS
- V. CODE OF CONDUCT AND PROFESSIONAL ETHICS

ANNEX I - SOLEMN DECLARATION

Part I: Information concerning TIF-HELEXPO S.A. and the award procedure

A: Name, address and contact details of TIF-HELEXPO S.A.

- **Name:** THESSALONIKI INTERNATIONAL FAIR S.A.
- **Postal address / City / Postcode:** 154, EGNATIA STREET, THESSALONIKI, GR-54636
- **Department competent to provide information:** PROCUREMENT DEPARTMENT
- **Tel.:** 2310291119, 2310291580, 2310291143
- **E-mail:** supplies1@helexpo.gr
- **Website:** www.helexpo.gr

B: Information concerning the notice

- **Title of Ordinary Tender Procedure:** provision of exhibition structures, exhibition equipment and services for exhibitions, congresses and events, organised and/or co-organised by TIF-HELEXPO for the period between 1 August 2026 and 31 July 2027 with a right of pre-emption concerning extension of the term of duration of the contract for one (1) additional year, from 1 August 2027 to 31 July 2028.
- **Ref. No:** 267
- **Receipt of Tender Documentation:** From the TIF-HELEXPO website:
<https://helexpo.gr/en/category/competitions/>
- **Date of publication in the daily press:** 19/02/2026

ALL OTHER INFORMATION IN EACH SECTION OF THE SOLEMN DECLARATION MUST
BE FILLED IN BY THE ECONOMIC OPERATOR

Part II: Information concerning the economic operator

A: Information concerning the economic operator

Identification details	Answer
Full Name:	[]
Postal Address:	[.....]
Postcode:	[.....]
City:	[.....]
Country:	[.....]
Tax identification number (TIN): If no TIN exists in the country of establishment of the economic operator, please state another national identification number, if required and available	[.....]
Contact person(s):	[.....]
Tel.:	[.....]
E-mail:	[.....]
Website (if any):	[.....]
Participation Method	Answer
Is the economic operator participating in the procurement procedure jointly with others?	[.....] Yes [.....] No
If yes, ensure the submission of a separate SOLEMN DECLARATION form by the other economic operators involved.	
If yes: a) State the role of the economic operator in the group or joint venture (head operator, operator responsible for specific tasks ...): b) Identify the other economic operators participating jointly in the procurement procedure: c) Where applicable, name of the participating group or joint venture.	a) [.....] b) [.....] c) [.....]

B: Information concerning the lawful representatives of the economic operator

Where applicable, state the name and address of the person or persons who are authorised/empowered to represent the economic operator for the purposes of this procurement procedure:

Representation, if any	Answer
Full name:	[.....]
Position/Acting in the capacity of	[.....]
Postal Address:	[.....]
Postcode:	[.....]
City:	[.....]
Country:	[.....]
Tel.:	[.....]
E-mail:	[.....]
If necessary, provide detailed information regarding the representation (its forms, extent, purpose ...):	[.....]

C Information concerning reliance on the capacities of other OPERATORS

Reliance:	Answer:
Does the economic operator rely on the capacities of other economic operators in order to meet the selection criteria set out in Part IV below?	[.....] Yes [....] No
<p><i>If yes, attach a separate solemn declaration form with the information required under Sections A and B of this Part and under Part III, for each of the operators concerned, duly completed and signed by their lawful representatives.</i></p> <p><i>To the extent that they are relevant to the specific capacity or capacities on which the economic operator relies, please include the information required under Part IV for each of the economic operators.</i></p>	

**D: Information concerning subcontractors on whose capacity the economic operator
does not rely**

Subcontracting	Answer
Does the economic operator intend to subcontract any section of the contract to third parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes , please list the proposed subcontractors and the percentage of the contract they will undertake: [...]

In addition to the information provided in this section, please provide the information required under Sections A and B of this Part, and under Part III and Section A of Part IV, for each subcontractor.

Part III: Grounds for exclusion

A: Grounds for exclusion relating to criminal convictions

In paragraph **2.3.4 Personal status of candidates** of this notice, the following grounds for exclusion are defined:

1. participation in a **criminal organisation**
2. **bribery**
3. **fraud**
4. **terrorist offences or crimes related to terrorist activities**
5. **money laundering or terrorist financing**
6. **child labour and other forms of trafficking in human beings**

<i>Grounds relating to criminal convictions</i>	<i>Answer</i>
Has a non-appealable judgment of conviction been handed down against the economic operator or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein for one of the reasons listed above (points 1-6), or a judgment of conviction been handed down within the last five years at the most or in which an exclusion period has been directly set that remains in effect?	[.....] Yes [.....] No
If yes , please state: a) The date of the judgment of conviction, identifying which of the points 1 to 6 is concerned and the ground(s) for the conviction; b) identify who has been convicted []; c) if directly specified in the judgment of conviction:	a) Date:[.....], point(s): [.....], ground(s):[.....] b) [.....] c) duration of exclusion period [.....] and relevant point(s) []
In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ("self-cleaning")?	[.....] Yes [.....] No
If yes , describe the measures taken:	[.....]

B: Grounds for exclusion relating to the payment of taxes or social security contributions

Payment of taxes or social security contributions	Answer	
1) Has the economic operator fulfilled all its obligations relating to the payment of taxes or social security contributions , in Greece and in the country in which it may be established?	[.....] Yes [.....] No	
If no, please state:	TAXES	SOCIAL SECURITY CONTRIBUTIONS
a) Country or member state concerned?	a) [.....]; b) [.....]	a) [.....]; b) [.....]
b) What is the relevant amount?	c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No	c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No
c) How was the breach of obligations established?	- [....] Yes <input type="checkbox"/> No	- [....] Yes [....] No
1) Through a judicial or administrative decision?	- [.....];	- [.....];
- Is this decision non-appealable and binding?	- [.....];	- [.....];
- State the date of conviction or issuance of the decision:	c.2) [.....];	c.2) [.....];
- In the event of a judgment conviction, if directly set therein, the duration of the exclusion period:	d) <input type="checkbox"/> Yes <input type="checkbox"/> No	d) <input type="checkbox"/> Yes <input type="checkbox"/> No
2) By other means? Please clarify:	If yes, please provide detailed information [.....]	If yes, please provide detailed information [.....]
d) Has the economic operator fulfilled its obligations either by paying the taxes or the social security contributions due, including, where applicable, any accrued interest or fines, or by entering into a binding arrangement for their payment?	[.....]	[.....]

C Grounds for exclusion relating to insolvency or professional misconduct

Information relating to possible insolvency, conflict of interests or professional misconduct	Answer
<p>Is the economic operator in any of the following situations:</p> <p>a) bankruptcy; or</p> <p>b) resolution; or</p> <p>c) statutory liquidation; or</p> <p>d) compulsory receivership by a liquidator or by the court; or</p> <p>e) subjection to a bankruptcy settlement procedure; or</p> <p>f) suspension of business activities; or</p> <p>g) in any such situation arising from a similar procedure under national statutory provisions</p> <p>If yes:</p> <p>- Provide detailed information:</p> <p>- Clarify the reasons for which the economic operator will nevertheless be able to perform the contract, taking into account the applicable national legislation and the measures regarding the continuation of its business operations under these circumstances</p>	<p>[.....] Yes [.....] No</p> <p>- [.....]</p> <p>- [.....]</p>
<p>Has the economic operator committed grave professional misconduct?</p> <p>If yes, please provide detailed information:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
	<p>If yes, has the economic operator taken self-cleaning measures?</p> <p>[.....] Yes [.....] No</p> <p>If it has done so, describe the measures taken:</p> <p>[.....]</p>
<p>Has the economic operator entered into agreements with other economic operators aimed at distorting competition?</p> <p>If yes, please provide detailed information:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>

	<p>If yes, has the economic operator taken self-cleaning measures? [.....] Yes [.....] No</p> <p>If it has done so, describe the measures taken: [.....]</p>
Has the economic operator fully and properly fulfilled any contractual obligation towards TIF-HELEXPO S.A., or has it paid in full and properly to TIF-HELEXPO S.A. any due financial claim?	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Has the economic operator shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract with TIF-HELEXPO S.A. which led to early termination of that prior contract, damages or other comparable sanctions? If yes , please provide detailed information:	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-cleaning measures? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If it has done so, describe the measures taken: [.....]</p>
Can the economic operator confirm that: a) it has not been found guilty of serious misrepresentations in providing the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; b) it has not withheld such information; c) it is able to submit without delay the supporting documents required by TIF-HELEXPO S.A.; d) it has not attempted to unduly influence the decision-making process of TIF HELEXPO S.A., to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?	<p>[.....] Yes [.....] No</p>

D. OTHER GROUNDS FOR EXCLUSION

Registration of shares of companies entering into public contracts (Article 8(4) of Law 3310/2005)	Answer
<p>Are the requirements for application of Article 8(4) of Law 3310/2005 met?</p>	<p>[....] Yes [....] No</p> <p>If yes, has the economic operator taken self-cleaning measures? [.....] Yes[] No</p> <p>If it has done so, describe the measures taken: [.....]</p>

Part IV: Selection criteria

Regarding the selection criteria (sections A to D of this part), the economic operator declares that:

A: Fitness

The economic operator must provide the information below as required by TIF HELEXPO S.A. in this notice.

<i>Fitness</i>	<i>Answer</i>
a) Is the economic operator registered with the relevant Chamber certifying its registration therein and that it pursues the specific profession relating to the tender procedure, as of the date of the conduct of the tender procedure, and furthermore that it continues to be registered?	[...]

B: Economic and financial standing

The economic operator must provide the information below as required by TIF HELEXPO S.A. in this notice.

<i>Economic and financial standing</i>	<i>Answer</i>
<p>The total annual turnover of the economic operator for the 2023 - 2025 accounting periods is</p> <p>In the case of a newly established economic operator which has not been in business for 3 accounting periods, the average turnover for the years it has been in operation is:</p>	<p>year: [.....] turnover: [.....] year: [.....] turnover: [.....] year: [.....] turnover: [.....]</p> <p>period [.....] - [.....] average turnover [.....]</p>

C Technical and professional ability

The economic operator must provide the information below as required by TIF HELEXPO S.A. in this notice.

<i>Technical and professional ability</i>	<i>Answer</i>
<p>a) Does the economic operator have the organisation, structure and sufficient staff in terms of number and skills, according to the terms of this notice, enabling it to respond fully, appropriately and comprehensively to the requirements of the services under assignment?</p>	<p>[....] Yes [.....] No</p>
<p>b) The economic operator has successfully completed at least three (3) similar service provision projects of the same type, with a maximum duration of twelve months and a value of 1,000,000.00 euros, excluding VAT, each, during the 2023 - 2025 period.</p> <p>A similar project is recognised as a work of the same scope, i.e. construction of exhibition structures and equipment.</p> <p>When drafting the relevant list, please state the amounts, dates and recipients, as well as the date of the certificates of good performance.</p>	<p>PROJECT 1 RECIPIENT: DESCRIPTION OF SCOPE: DURATION OF EXECUTION: BUDGET:</p> <p>PROJECT 2 RECIPIENT: DESCRIPTION OF SCOPE: DURATION OF EXECUTION: BUDGET:</p> <p>PROJECT 3 RECIPIENT: DESCRIPTION OF SCOPE: DURATION OF EXECUTION: BUDGET:</p>
<p>c) Does the economic operator have the necessary equipment, as requested in the notice:</p>	<p>[....] Yes [.....] No</p>

D: Quality assurance standards

The economic operator must provide the information below as required by TIF HELEXPO S.A. in this notice.

Quality assurance systems	Answer
a) Does the economic operator hold an ISO 9001 or other equivalent Certificate for a Quality Management System?	[....] Yes [.....] No Which one

Part V: Concluding statements

I, the undersigned, formally declare that the information stated in parts I – IV above is accurate and correct and that it has been provided with full knowledge of the consequences in the event of serious misrepresentations.

I, the undersigned, formally declare that I am able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to.

Date, place and signature(s): [.....]

ANNEX II- FINANCIAL TENDER TABLE

The prices tendered, as set out in the following Financial Tender, concern the provision of the entirety of the requested services, including the cost of materials, full and artful assembly, transport and storage of materials, dismantling and removal thereof, and any other cost or expense required of the Contractor for the complete and proper provision of the services requested herein, and such prices shall remain valid for the entire term of duration of the contract or any extension thereof. It is noted that in the event that TIF-HELEXPO S.A. requests a modification of the dimensions of the offered materials (e.g., partition panel 0.5x2.50m or partition panel 1.00x3.00m) the costing price shall increase or decrease accordingly.

The quantities stated in Table II of the Financial Tender concern the period of the initial contract, from 1 August 2026 to 31 July 2027, without the rights of pre-emption. This amount shall constitute the award criterion.

TABLE I - TOTAL PROJECT WITH RIGHTS OF PRE-EMPTION

	Total cost of Category A (1)	Total cost of Category B (2)	Total for Category A and Category B (3) = (1)+(2)	Right of pre- emption for 1 year (4) = (3) x 50%	Right of pre- emption based on the budget up to 40% (5)=(3) x 40%	Total with pre- emption (3)+(4)+(5)
Total cost for the period from 1 August 2026 to 31 July 2027						
Grand total ex. VAT						
VAT						
Total inc. VAT						

Columns (1) and (2), in the field entitled 'Total cost for the period from 1 August 2026 to 31 July 2027' should be filled in with the amount resulting from the following Tables II and III.

TABLE II - CATEGORY A

S/N	Description (concerns installed equipment in full working order)	Unit of measurement	Quantity	Unit price ex. VAT (euros)	Total Price ex. VAT (euros)
1	Standardised structure (Type 2)	sq.m.	14,500.00		
2	Partition Panel 1.00x2.50	pcs	3,000.00		
3	Glass Partition Panel	pcs	18		
4	Low Partition Panel	pcs	50		
5	Partition Panel 1.00x2.50 with coloured infill material	pcs	800.00		
6	Partition Panel 0.50x2.50 with coloured infill material	pcs	125		
7	Partition Panel 1.00x3.00	pcs	50		
8	Partition Panel 0.50x3.00	pcs	13		
9	Partition Panel 0.50x2.50	pcs	400		
10	Partition Panel 0.5x1.10	pcs	30		
11	Aluminium transom	pcs	500		
12	Fascia 25-40cm wide	linear m.	200		
13	Folding Door	pcs	400		
14	Aluminium Door	pcs	5		
15	Mirror LED or energy-saving bulbs (five-pack)	pcs	60		
16	Installed LED Floodlight	pcs	55		
17	Lighting Pylon (upright)	pcs	15		
18	Installed 220V socket	pcs	75		
19	Power of installed electrical panels in kW	kW	4,000.00		
20	Floor Showcase	pcs	10		
21	Counter Showcase	pcs	8		
22	Melamine Shelf 1.00x0.25	pcs	8		
23	Glass Shelf	pcs	5		
24	Slanting Shelf	pcs	1,800		
25	Rack	pcs	8		
26	Large Cube	pcs	5		
27	Small Cube	pcs	5		
28	Desk	pcs	40		
29	Wooden Desk	pcs	5		
30	Plastic chair with metallic frame	pcs	100		
31	Meeting Room Table	pcs	3		

32	Small Oblong Table	pcs	3		
33	Small Square Table	pcs	13		
34	Table with metallic frame	pcs	3		
35	Folding Table	pcs	3		
36	Small Wooden Round Table	pcs	3		
37	Small Glass Round Table	pcs	25		
38	Swivel Chair	pcs	3		
39	Discussion Armchair	pcs	3		
40	Wooden Chair	pcs	25		
41	Cabinet	pcs	10		
42	Wooden Closet	pcs	3		
43	Coat Rack	pcs	8		
44	Infodesk-TV unit	pcs	8		
45	Infodesk Curved	pcs	20		
46	Infodesk Corner	pcs	28		
47	Stool Zeta black	pcs	28		
48	Boobo Stool	pcs	23		
49	Stool with backrest	pcs	3		
50	Black sofa, two- or three-seater	pcs	3		
51	Brochure holder	pcs	5		
52	Refrigerator	pcs	13		
53	New carpet	sq.m.	62,500		
54	Corporate Name	pcs	50		
55	Banner laminate on a frame	sq.m.	5,030		
56	Banner coated on a frame	sq.m.	33		
57	Banner laminate with eyelets	sq.m.	720		
58	Banner laminate with a sleeve and tube	sq.m.	63		
59	Flag 2x1.20	pcs	23		
60	Flag 2.5 x 1.5	pcs	5		
61	Flag 3 x 1.8	pcs	5		
62	Self-adhesive vinyl	sq.m.	400		
63	Self-adhesive vinyl supertag	sq.m.	400		
64	Self-adhesive vinyl with die-cutting	sq.m.	53		
65	Self-adhesive on 5mm foam board	sq.m.	185		
66	Self-adhesive on 10mm foam board	sq.m.	158		
67	self-adhesive on 10mm double-sided foam board	sq.m.	30		
68	Self-adhesive on 10mm PVC board	sq.m.	10		
69	Self-adhesive transparent sandblast film	sq.m.	3		

70	Self-adhesive sandblast film with die-cutting	sq.m.	25		
71	vinyl cutters	sq.m.	10		
72	Banner printing for roll-up on Helexpo mechanism 0.8 x 2m	pcs	19		
73	Banner printing for roll-up on Helexpo mechanism 1.2 x 2m	pcs	6		
74	Roll up / purchase 0.8 x 2m	pcs	10		
75	Roll up / purchase 1.2 x 2m	pcs	1		
76	Perforated banner with eyelets	pcs	10		
77	Perforated banner with sleeve and metal pipe	sq.m.	125		
78	Support Services (person/8-hour shift)	8-hour shift	50		
79	5-member coordination team	monthly compensations	12		
80	42" LED Monitor	pcs	3		
81	50" LED Monitor	pcs	5		
82	61" LED Monitor	pcs	5		
83	Interpretation system for 1 day (1 booth, up to 100 receivers, with technician)	pcs	3		
84	Interpretation system, 2 days	pcs	3		
85	Interpretation system, 3 days	pcs	3		
86	Interpretation system, 4 days	pcs	3		
87	Interpretation system, 9 days	pcs	3		
88	Laptop	pcs	5		
	TOTAL				Carry over to Table I.

The total of the column Total Price ex. VAT must be carried over to Table I in column (1) in the field entitled 'Total cost for the period from 21 August 2023 to 31 July 2025'

TABLE III - CATEGORY B

	Category B	Remarks
Discount rate		1.
Total cost for the period from 1 August 2026 to 31 July 2027		2.
VAT		
Total inc. VAT		

1. As a percentage %.

2. As resulting from the mathematical formula $[\text{€}1,583,000.00 - (\text{discount rate offered} \times \text{€}1,583,000.00)]$

ANNEX III DUE DILIGENCE QUESTIONNAIRE

The due diligence questionnaires must be completed by the provisional Contractor – third party (in the case of a group/joint venture being established, by each member of the group/ joint venture being established) prior to the conclusion of the contract with TIF HELEXPO S.A.

1. GENERAL INFORMATION CONCERNING THIRD PARTIES	
Corporate name	
Address	
Telephone number	
E-mail address	
Website	
In which country is the third party established?	
Main shareholders/partners of the third party	
2. SCOPE OF SERVICES/TRANSACTION	
Area of activities of the third party	
Description of the project/services	
Have you worked with TIF-HELEXPO S.A. in the past?	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide a summary of previous cooperation/services provided)</p>

<p>Is this project/Are these services a renewal/extension of a pre-existing cooperation?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide a summary of previous cooperation/services provided)</p>
<p>Who will be responsible for cooperation with TIF-HELEXPO S.A.?</p>	
<p>Will subcontractors or other third parties be involved in this project/provision of services to TIF-HELEXPO S.A.?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>
<p>3. REGULATORY COMPLIANCE AND BUSINESS ETHICS</p>	
<p>Have <u>sanctions</u> (e.g., regulatory, criminal, etc.) been levied on the COMPANY - CONTRACTOR or on its executives for violation of anti-corruption/anti-bribery laws, financial or other crimes?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>
<p>Has the COMPANY - CONTRACTOR or its executives been involved in current or previous <u>inquiries</u> or prosecution concerning corruption/bribery, financial or other crimes?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>

	(If YES, please provide details)
<p>Have you established policies and procedures for regulatory compliance/business ethics?</p> <p>(For instance: Code of conduct, Policies against corruption and bribery, Money laundering, terrorist financing, in accordance with the relevant national framework)</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>
<p>Do you provide your executives and associates with training on the above policies and procedures for regulatory compliance/business ethics or other related processes/policies?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>
4. POSSIBLE CONFLICT OF INTEREST	
<p>To your knowledge, is there is a manager or other executive or member of Management who has previously worked at TIF-HELEXPO S.A.?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>
<p>To your knowledge, do your managers or other executives or any member of Management share a close family or other relationship with public officials or public functionaries?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>

<p>Do you have any suspicions or knowledge of any situation that could lead to a possible conflict of interest in relation to the project/provision of services to TIF-HELEXPO S.A.?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>(If YES, please provide details)</p>
<p>5. PERSONAL DATA PROTECTION</p>	
<p>Are you aware of and are you applying the relevant provisions of the General Data Protection Regulation (EU 2016/679 - GDPR),</p> <p>Law 4624/2019, as well as Law 3471/2006 in the area of electronic communications?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>

I, the undersigned, hereby solemnly declare, in my capacity, to TIF-HELEXPO S.A. that the information I provided in the context of completing the above questionnaire is accurate and complete.

Third Party Details:

Full name:

Capacity:

Date:

Signature:

ANNEX IV DUE DILIGENCE CONTRACTUAL TERMS

A. Contractual terms concerning corruption/bribery and avoidance of conflicts of interest for third parties assessed as “LOW RISK”

- [X] [The third party] complies with its obligations under the provisions of environmental, social security and other legislation adopted by European Union law, national law, etc. [The third party] declares that they have reviewed and accept the Code of Conduct of TIF-- HELEXPO S.A., to the extent that it concerns them, which has been uploaded to the company website <https://helexpo.gr/wp-content/uploads/2024/11/Helexpo-Regulatory-Compliance.pdf>
- [X.1] Neither [the third party] nor any of its employees, shareholders, members of Management, representatives or subcontractors or its associates (“Affiliated Parties”) will offer, give or agree to offer or give (whether alone or in agreement with other parties), whether directly or indirectly, in private business transactions or in transactions with the public sector, any payment, gift or other advantage, in relation to matters covered hereunder, which:
- (i) would infringe any anti-corruption laws or regulations applicable to [the third party] or TIF-HELEXPO S.A.. As regards TIF-HELEXPO S.A., the relevant regulations have been uploaded to the company’s website (<https://helexpo.gr/wp-content/uploads/2024/11/Helexpo-Regulatory-Compliance.pdf>) or
 - (ii) are intended to influence or do influence or are intended to reward or do reward any person for an act that violates the principles of good faith, impartiality or trust, or which would be inappropriate for the recipient to accept; or
 - (iii) are granted to or for a public official with the intention of influencing them in order to obtain or maintain an advantage in the business transaction; or
 - (iv) a reasonable person would, in any case, consider immoral, illegal or inappropriate.
- [X.2] To our knowledge, neither [the third party] nor any of its Affiliated Parties
- (i) has been convicted, at any instance, in the last twenty (20) years, by a court of any jurisdiction of committing any act of corruption;
 - (ii) has admitted at any time that they have committed any act of corruption; or
 - (iii) has been the subject of inquiries into corruption during the last twenty (20) years, or is suspected of having been involved in any act of corruption, and the relevant procedure has not been completed.
- [The third party] declares and warrants that both [the third party] and its Affiliated Parties have not committed any acts of corruption during the twenty (20) years prior to the date hereof.
- [X.3] [The third party] declares that it is not in any legal or factual relationship or situation which would place it in a potential conflict of interest situation or which, generally, could give rise to suspicion that it is impeded, whether to a lesser or greater extent, from providing its services with the necessary efficiency and objectivity toward TIF-

HELEXPO S.A.. Should any legal or factual relationship or potential situation arise for any reason in the future, whether with or without the contribution of the third party, the third party shall immediately inform the Regulatory Compliance Officer of TIF-HELEXPO S.A., and shall be obligated to remedy the aforementioned situation as soon as a relevant request is made by TIF-HELEXPO S.A.. TIF-HELEXPO S.A. is entitled to decide, at its unfettered discretion, on whether or not there is a conflict of interest situation concerning the third party, whether or not described above.

[X.4] [The third party] must immediately inform the relevant corporate body of TIF-HELEXPO S.A. of any development that could substantially affect its ability to either effectively provide its services towards the company or to comply with the applicable legislative provisions and regulatory requirements.

[X.5] Should TIF-HELEXPO S.A. suspect that this Annex has been infringed, it may terminate this contract without penalty for it and with immediate effect following written notice to [the third party].

B. Contractual terms concerning corruption/bribery and avoidance of conflicts of interest for third parties assessed as “INCREASED RISK”

[X] [The third party] complies with its obligations under the provisions of environmental, social security and other legislation adopted by European Union law, national law, etc. [The third party] declares that they have reviewed and accept the Code of Conduct of TIF-HELEXPO S.A., to the extent that it concerns them, which has been uploaded to the company website <https://helexpo.gr/wp-content/uploads/2024/11/Helexpo-Regulatory-Compliance.pdf>

[X.1] Neither [the third party] nor any of its employees, shareholders, members of Management, representatives or subcontractors or its associates (“Affiliated Parties”) will offer, give or agree to offer or give (whether alone or in agreement with other parties), whether directly or indirectly, in private business transactions or in transactions with the public sector, any payment, gift or other advantage which:

(i) would infringe any anti-corruption laws or regulations applicable [to [the third party] or TIF-HELEXPO S.A.]. As regards TIF-HELEXPO S.A., the relevant regulations have uploaded to the company’s website (<https://helexpo.gr/wp-content/uploads/2024/11/Helexpo-Regulatory-Compliance.pdf>) or

(ii) are intended to influence or do influence or are intended to reward or do reward any person for an act that violates the principles of good faith, impartiality or trust, or which would be inappropriate for the recipient to accept; or

(iii) are granted to or for a public official with the intention of influencing them in order to obtain or maintain an advantage in the business transaction; or

(iv) a reasonable person would, in any case, consider immoral, illegal or inappropriate.

[X.2] To our knowledge, neither [the third party] nor any of its Affiliated Parties

(i) has been convicted, at any instance, in the last twenty (20) years, by a court of any jurisdiction of committing any act of corruption;

- (ii) has admitted at any time that they have committed any act of corruption; or
- (iii) has been the subject of inquiries into corruption during the last twenty (20) years, or is suspected of having been involved in any act of corruption, and the relevant procedure has not been completed.

[The third party] declares and warrants that both [the third party] and its Affiliated Parties have not committed any acts of corruption during the twenty (20) years prior to the date hereof.

- [X.3] [The third party] shall take reasonable steps to ensure that its Affiliated Parties and any subcontractors/partners or suppliers, approved by TIF-HELEXPO S.A., that provide goods or services in connection with the provision of services [by the third party] to TIF-HELEXPO S.A. pursuant hereto have been provided with the Code of Conduct of TIF-HELEXPO S.A., which have been uploaded to the company's website (<https://helexpo.gr/wp-content/uploads/2024/11/Helexpo-Regulatory-Compliance.pdf>). [The third party] shall take reasonable steps to ensure that its Affiliated Parties and subcontractors/associates comply with the Code.
- [X.4] [The third party] and its Affiliated Parties shall attend anti-corruption training if so requested by TIF-HELEXPO S.A..
- [X.5] Throughout the term hereof and for [one] year thereafter, [the third party]:
 - (i) shall correctly and accurately record in its books and records (whether in hard copy or in other form) all transactions related in any manner whatsoever to this Agreement or to services provided by [the third party] to TIF-HELEXPO S.A. hereunder ("Transaction Records"); and
 - (ii) shall provide copies of the Transaction Records or any other information as may reasonably be required by TIF-HELEXPO S.A. by written notice in order to monitor the compliance of [the third party] with its obligations under Annex I. [The third party] shall provide all reasonable assistance, including access to premises, documents (whether in hard copy or in other form) and human resources, as TIF-HELEXPO S.A. may reasonably require for the above purposes.
- [X.6] [The third party] declares that it is not in any legal or factual relationship or situation which would place it in a potential conflict of interest situation or which, generally, could give rise to suspicion that it is impeded, whether to a lesser or greater extent, from providing its services with the necessary efficiency and objectivity toward TIF-HELEXPO S.A.. Should any legal or factual relationship or potential situation arise for any reason in the future, whether with or without the contribution of the third party, the third party shall immediately inform the Regulatory Compliance Officer of TIF-HELEXPO S.A., and shall be obligated to remedy the aforementioned situation as soon as a relevant request is made by TIF-HELEXPO S.A.. TIF-HELEXPO S.A. is entitled to decide, at its unfettered discretion, on whether or not there is a conflict of interest situation concerning the third party, whether or not described above.
- [X.7] [The third party] must immediately inform the Regulatory Compliance Officer of TIF-HELEXPO S.A. of any development that could substantially affect its ability to either effectively provide its services towards the TIF-HELEXPO S.A. or to comply with the

applicable legislative provisions and regulatory requirements.

[X.8] Without prejudice to the [Termination] clause, should TIF-HELEXPO S.A. suspect that this clause has been infringed, it may terminate this contract without penalty for it and with immediate effect following written notice to [the third party]. If the third party infringes this Article/Annex and the terms contained herein in any manner, then [the third party] hereby undertakes the obligation to compensate TIF-HELEXPO S.A. for any actual and/or consequential prejudice it suffers due to breach of the obligations undertaken by [the third party] under this Article/Annex and consisting of any fine, penalty, liability, loss or prejudice, compensation, third-party claim as well as any related costs (including but not limited to court costs and legal costs) arising from any act or omission by [the third party] in relation to this Article/Annex, and/or any breach of obligations and commitments undertaken by [the third party] pursuant to this Article/Annex.

ANNEX V
CODE OF ETHICS AND PROFESSIONAL CONDUCT



**Code of Ethics and
Professional Conduct**

**Regulatory Compliance
July 2019**

1. MISSION AND VISION OF COMPANY

The société anonyme with the name '**Thessaloniki International Fair Single-Member S.A.**' (**TIF-HELEXPO S.A. or the Company**) is the largest exhibition agency in Greece, operates under private-economy rules and is expressly exempt from the provisions that concern the wider public sector.

Its objects include:

- Organising exhibitions, conferences, trade delegations and events in general, both in Greece and abroad;
- Advising the Greek State on issues of exhibition policy, organising exhibitions, conferences and events in general (MICE events);
- Informing the State on exhibition activities in Greece;
- Providing any manner of services, including consulting and production services concerning any kind of exhibition, conference and cultural activities to State and private bodies, as well as compiling, processing and commercially exploiting relevant information;
- Promoting Greek tourism;
- Aiding Greek producers, small- and large-scale industrialists in their efforts to improve the production, promotion and marketing of their products and to increase sales and exports.

TIF-HELEXPO IS responsible for organising the Thessaloniki International Fair, organises more than twenty trade fairs per year, conducts regional exhibitions throughout Greece, organises national pavilions at major international exhibitions held abroad, organises conferences and cultural events, manages and develops its assets and the Radio TIF 104.9 radio station, and advises the Greek State on exhibition policy.

The Company aims at supporting the Greek economy through:

- facilitating the networking of economic bodies and creating business and economic partnerships and synergies at both the national and international level;
- promoting Greek production and processing of products, as well as Greek tourism;
- enhancing the openness of Greek enterprises.

The vision of **TIF-HELEXPO** is:

- to create a modern exhibition and conference centre by redeveloping the existing one;
- to establish Greece as an international exhibition and conference destination of high standards and specifications;
- to become the largest event organiser in Greece and the Balkans.

2. OUR PRINCIPLES AND VALUES

Achieving the mission and vision of TIF-HELEXPO necessitates a framework of values and principles governing our day-to-day conduct and practices and laying down our responsibilities in the discharge of our duties.

2.1 Corporate interest

We are committed to the best possible management and utilisation of the company's assets and its intangible commercial value, aiming at creating long-term value, increasing revenue and providing better services.

2.2 Integrity

We act with integrity, honesty and diligence in all our tasks, defending the Company and its interests above all personal or other private interests. We act objectively, not allowing third parties to raise conflicts of interest or influence our professional judgment.

2.3 Transparency, accountability and consultation

We act with transparency, accountability and open communication, disclosure and consultation with all stakeholders.

2.4 Effectiveness and innovation

We promote effectiveness and innovation in all our activities. We aim at the correct and swift implementation of strategy and decisions. We encourage the development of new solutions and ideas that add value and improve the quality of services provided.

2.5 Meritocracy and social responsibility

We act on the basis of meritocracy, we respect diversity and ensure equal treatment and opportunities at the workplace, preventing discrimination.

We must all comprehend and share the Company's principles and values, act responsibly towards the Company and exhibit conduct, in the context of principles of professional and business ethics, that does not injure the image, reputation and work of TIF-HELEXPO.

3. PURPOSE AND SCOPE OF THE CODE

The Code serves as a guide to our day-to-day professional conduct. It clearly lays down the ethical principles and values, as well as the internal rules of ethics and conduct that everyone who works for or with TIF-HELEXPO must comply with. We are collectively responsible for conforming to and complying with the values, principles and rules laid down in the Code.

It must further be stressed that the Code is supplemented by the Company's relevant policies, guidelines and procedures. In any event, not every possible situation and form of conduct can be accurately addressed, so we must all exhibit sound judgment and avoid even ostensibly inappropriate behaviour.

In order to ensure compliance with the Code, we must all, regardless of when we were hired by TIF-HELEXPO, fully familiarise ourselves with the rules and principles laid down in the

Code, undergo relevant training and commit ourselves to complying with the Code, signing the attached Statement of Personal Commitment.

4. CORPORATE GOVERNANCE AND COMPLIANCE

TIF-HELEXPO adheres to high standards of corporate governance and transparency. It complies with all legal requirements governing the administration and control of the company, and has adopted, by means of the Corporate Governance Code, the international best practices and recognised standards of sound and responsible governance and operation.

Compliance with the Greek and European legislation in force is a key requirement. Moreover, we must all comply with the relevant policies and procedures enacted by the Company. We must all know the rules that govern our day-to-day work and, should questions or doubt arise regarding the discharge of our duties and performance of our work, we must contact the Company's Compliance Director and the Legal Advisor.

5. STANDARDS OF CONDUCT

We are all responsible for fostering and establishing a stable, modern and healthy corporate environment that will promote the work of TIF-HELEXPO and will be based on the principle of equality (particularly regarding gender), respect for individual rights and respect for diversity.

We must therefore treat our colleagues and associates in a respectful and dignified manner, and must not tolerate any form of discrimination and harassment at the workplace. This way we ensure the creation of a work environment of equal opportunities for personal and professional growth for everyone, which is a key requirement for healthy business activity and social cohesion and progress.

The Company's image is directly linked to the conduct each of us exhibits. Therefore, we must all exhibit conduct and an image that does not injure the business image, name and reputation of the Company.

6. PERSONAL AND PROFESSIONAL INTEGRITY

6.1 Conflict of interest

We must pay particular attention to avoiding and handling cases that constitute or could lead to conflicts of interest.

Conflict of interest arises when the private or personal interests or relations of a TIF-HELEXPO executive, employee or associate directly or indirectly compete with the interests of TIF-HELEXPO. Conflict of interest means any situation that can unfairly influence our ability to act in the best interests of TIF-HELEXPO in an objective and unbiased manner.

We are all obligated, whether in the discharge of our duties or the conduct of our personal affairs beyond the scope of TIF-HELEXPO, to avoid any conflict of interest, including the impression of creation of conflict of interest. In all cases, we are all obligated to explore possible cases of conflict of interest in the context of our activities. This concerns each of us personally, as well as our family members.

Aiming to deter actual or potential cases of conflict of interest, TIF-HELEXPO has drawn up relevant policies for avoiding conflict of interest addressed both to directors and to the other executives, employees and associates of TIF-HELEXPO that outline the rules and procedures for identifying and handling such situations. We must all stand aware of the relevant TIF-HELEXPO applicable in each case. Moreover, we must notify the Company's Compliance Director immediately with regard to our important personal interests that may be affected by TIF-HELEXPO transactions or decisions, as well as any other conflict of our personal interests arising in the discharge of our duties.

Should you have any hesitation or doubt concerning your situation or believe that it could constitute conflict of interest, you must contact the Company's Compliance Director.

6.2 External engagement

We must all keep TIF-HELEXPO as our top professional priority. In accordance with the staff engagement rules of procedure, all Company employees are engaged on an exclusive basis.

Therefore, we must not professionally provide our services in any manner or use our knowledge to professionally exercise any other activity. Furthermore, TIF-HELEXPO employees may not participate in the administration of any other legal person or group of persons or joint venture being established without the prior approval of the Company in writing.

Where TIF-HELEXPO employees intend, during their employment, to acquire an interest, take on obligations or be directly or indirectly engaged on their own account or on account of a third party, whether natural or legal person, whether with or without compensation, they must notify the competent corporate body and secure the relevant approval of the Company in writing.

6.3 Corruption and bribery

Integrity is a fundamental principle of TIF-HELEXPO, and we must all be determined to maintain the high standards of ethics and integrity in the course of our activities. All our transactions must take place in a lawful and ethical manner, in accordance with the legislation in force.

We must not tolerate any form of corruption, as well as conduct, actions or omissions that could expose us to the risk or even raise the mere suspicion of corruption. Furthermore, we must all abstain from any action or omission that could give rise to conditions of unfair activities. It is expressly prohibited to make any kind of promise or provision or offer or acceptance, whether directly or indirectly, for financial purposes or any other personal or other benefit, to or from a civil servant and/or private employee, in order to secure privileged treatment or a business advantage.

All incidents of possible corruption and bribery must be reported to the Compliance Director. Anyone committing and/or engaging in illicit suppression or concealment of the commission of the offence of corruption or bribery in the discharge of their duties shall be held liable towards the law and their relationship of employment by or cooperation with the Company shall be terminated.

6.4 Gifts and entertainment

The exchange of gifts and entertainment with external associates, advisors and other third parties is commonplace in the business world; however, it is important to maintain an arm's-

length relationship.

In this context, it is prohibited to offer or accept gifts, donations and entertainment in any form and any benefit relating to the performance of our duties or entailing the undertaking of any obligation or giving rise to the suspicion of bribery. We must always assess whether the gift or entertainment we are providing or receiving could be considered excessive or even inappropriate.

Providing or accepting low-value, non-monetary corporate gifts and entertainment is only permitted in the context of ordinary social propriety and business practice, and always in accordance with the relevant Company policy on gifts and hospitality.

7. HANDLING OF INFORMATION AND DATA

7.1 Confidentiality

Keeping confidentiality regarding information and data is of paramount importance for TIF-HELEXPO. We are all committed to keeping service and business secrecy and safeguarding the confidentiality of non-publicly available information that concerns TIF-HELEXPO, as well as information that third parties entrust to TIF-HELEXPO. It is prohibited to use and publish such information without prior approval in writing by the competent corporate body of TIF-HELEXPO.

We must all pay particular attention and be particularly sensitive on matters of confidentiality, protection and security of data when using informatics and communication systems.

7.2 Secrecy and security of personal data

TIF-HELEXPO is aware that the personal data of its employees, as well as those entrusted to it by third parties, are important, and therefore protects them with great care and responsibility. TIF-HELEXPO takes technical and organisational measures to safeguard the secrecy of personal data from unauthorised access and unapproved or inappropriate use.

Therefore, we are all obligated to strictly comply with the relevant directives and rules on the protection of secrecy and, more specifically, to respect and safeguard the rights of persons whose data are collected, processed and used. For further guidance, please refer to the relevant personal data protection policy of the Company. In all cases, if you have any queries or require clarifications with regard to personal data, contact the Company's Data Protection Officer.

7.3 Communication and disclosure of information

It is important for the communication between TIF-HELEXPO and representatives of the media, the general public or external parties to take place accurately, consistently and only by appointed TIF-HELEXPO staff who have been authorised to make any form of disclosure for publication on behalf or in the name of TIF-HELEXPO.

Unauthorised communication is not permitted due to the serious impact on the image and operation of TIF-HELEXPO. Therefore, we are not entitled to make statements, announcements or presentations to third parties on matters we became aware of due to or in relation to the services we provide without the prior approval of the Management of TIF-HELEXPO in writing. In this context, we must all remain fully up to date on the communication policy of TIF-HELEXPO and follow the relevant directives and rules.

With regard to use of social networking media, we must understand that the way we present ourselves reflects not only on ourselves but also on the Company. We must therefore pay particular attention when expressing opinions and personal beliefs, and not create the impression that these are the Company's views or are directly or indirectly related to the Company.

7.4 Breach of confidentiality and secrecy

If a Company executive, employee or associate is proven to have revealed and/or disclosed information, whether personally or through third parties, or did not engage in due diligence to avoid the confidential information becoming public, they shall bear full liability and shall be held accountable towards the Company. Such breach or negligence constituted behaviour in breach of contract, may infringe legislation and entail the termination of the relationship of employment/cooperation with the Company.

7.5 Protection of internal and privileged information

Those of us who have access to privileged or confidential information due to our post and capacity at TIF-HELEXPO must keep such information secret. Similarly, it is absolutely prohibited to disclose, use and exploit internal/privileged information in order to make any investment decisions or carry out any transaction for personal gain or third-party gain. Such illicit conduct is unlawful, in breach of contract and shall result, without exception, in the termination of the relationship of employment/cooperation with TIF-HELEXPO and the initiation of criminal prosecution.

7.6 Record-keeping and transparent financial information

We are all responsible for safeguarding the correctness, accuracy and comprehensiveness of financial and business files in general. These include all information created or used by TIF-HELEXPO. Proper record-keeping enhances the successful and seamless operation of the Company, as well as its prestige and reliability.

TIF-HELEXPO has adopted high standards of transparency and publicity. TIF-HELEXPO produces its financial and non-financial information in accordance with international reporting standards, and this information fully depicts the true view of its financial position and performance.

8. PROTECTION AND USE OF COMPANY ASSETS

The assets and resources of the Company must be managed responsibly and used exclusively for the intended operational purposes, and not for personal benefit. These include both tangible (buildings, fixed equipment, consumables) and intangible (information, trade secrets, designs, copyright) assets of the Company, as well as third-party assets. Common sense must prevail, of course, as the Company's policy may also permit the personal use of certain assets (e.g. use of mobile telephones).

Any text, document and file we produce or which is disclosed to the bodies and staff of the Company, whatever its form, that pertains to Company activity falls under the exclusive ownership of TIF-HELEXPO. Upon the expiry or termination of the employment contract or whenever requested by the Company, we must deliver the material we used or prepared at any time in intact form.

Therefore, we must all demonstrate due attention and diligence in caring for the Company's tangible and intangible assets, so as to ensure their integrity and proper use. In addition to the administrative responsibility with which specific executives are charged in order to ensure the safety of the Company's assets, we must all remain vigilant and highlight any shortcomings or make relevant proposals.

9. ENVIRONMENTAL RESPONSIBILITY

Protecting and respecting the natural environment are a non-negotiable commitment for TIF-HELEXPO. The Company systematically seeks ways to reduce its environmental footprint through recycling and controlling the energy and natural resources it consumes.

We are therefore all obligated to remaining particularly aware on matters of environmental protection and making every effort to save natural resources, where possible. We support the recyclable material management programmes implemented by the Company, and contribute to their implementation not only personally but by also encouraging our colleagues to adopt similar conduct and tactics.

10. BREACHES AND REPORTING

Breaches of the Code of Conduct, the relevant legislation and the Company's directives/policies can severely impact not just the persons committing such breaches but TIF-HELEXPO as well.

The Company encourages its executives, employees and associates to immediately report cases of breaches and inappropriate conduct, as well as any act or conduct that could deviate from the norm, whenever deemed necessary. This is the only way to ensure that the principles and values of TIF-HELEXPO and the rules of ethics and conduct will continue to be applied, and that the Company will be able to take any corrective steps required. Therefore, if you ascertain any conduct that causes concern, you must report it immediately to the Compliance Director.

The Company treats all reports of possible misconduct seriously and, in all cases, ensures confidentiality and conducts a relevant inquiry in order to ascertain whether any misconduct was committed. If any breach is identified, the necessary corrective measures are taken and the necessary sanctions are imposed, in accordance with the nature of the breach, the applicable law and the employment/cooperation contracts. The Company shall protect anyone who discloses a concern or makes a report in good faith. However, the Company maintain the right to take any measures it deems appropriate against any executive, employee or associate if it is proven that they intentionally/maliciously provided false information concerning any breach of the Code and/or the relevant legislation.

11. APPROVALS AND RESPONSES TO QUERIES

According to the Code, certain situations required prior approval by the competent corporate body of TIF-HELEXPO. In such case, you must contact the Compliance Director and/or the Legal Advisor for appropriate instructions.

If you have any questions or doubt concerning compliance with the Code, you can contact the Company's Compliance Director, who is responsible for handling issues concerning the application hereof.

STATEMENT OF PERSONAL COMMITMENT

I attest that I have received a copy of the TIF-HELEXPO Code of Conduct (the **Code**), have read and understood the Code, accept it and shall comply with the principles, rules and standards of conduct it contains, as required. At present, I have no information regarding any breach of the Code.

Date: _____

Full name: _____

Position: _____

Signature: _____

* Failure to read the Code and/or sign the Statement of Personal Commitment shall not exempt any person from the obligation to comply with the Code.