



PROCUREMENT REGULATION

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CHAPTER I
GENERAL
PROVISIONS

ARTICLE 1: SCOPE OF THE REGULATION

1.The scope of this 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 S.A.’, trading as ‘TIF-HELEXPO S.A.’ (hereinafter the “Company”) for its purposes and operation.

2. Should any issue be otherwise regulated in the notice, the notice shall prevail.

ARTICLE 2: DEFINITIONS

1.For the purposes of this Regulation, the following definitions apply: a) “Contracts” means contracts for pecuniary interest concluded in writing between one or more economic operators and the Company, respectively, having as their object the supply of goods or provision of services to the Company or the preparation of designs for the Company.

b) “Contractor” means the candidate selected to perform the contract.

c) “Competent body” means the single-member or collective Company body designated in accordance with the provisions of Article 20.

d) “Summary Tender Procedure Committee” means the Company's Summary Tender Procedure Committee referred to in Article 20(4).

e) “Ordinary Tender Procedure Committee” means the Company's Ordinary Tender Procedure Committee referred to in Article 20(4).

f) “Company” means the société anonyme with the name ‘Thessaloniki International Fair S.A.’, trading as ‘TIF-HELEXPO S.A.’.

g) “Interested party” means any natural or legal person or groups of persons that intends to participate in a procurement procedure under this Regulation.

h) “Regulation” means this Company Regulation, which lays down the terms and condition for the conclusion and performance of contracts for the supply of goods, the provision of services and the preparation of designs falling within its scope.

i) “Procurement contract” means a contract having as its object the purchase, lease, rental or hire-purchase, with or without the right

to buy, of products. A procurement contract may include, as an incidental matter, siting and installation operations;

j) “Service provision contract” means a contract having as its object the provision of services not falling under case (k) of this Article. Service contracts also include services for the provision of consulting services and, in particular, financial designs, social designs and organisation and operational research designs.

k) “Contract for the preparation of designs and technical and other related scientific services” means a contract having as its object any and all designs and technical and other related scientific activities pertaining to the execution of a work or spatial planning, where the designs are not prepared and the services are not provided by the staff of the Company ‘Thessaloniki International Fair S.A.’. l) “Contract documentation” means the text of the contract concluded, the documents of the contract and the contractor’s offer.

m) “Economic operator” means any natural or legal person or public entity or group of such persons and/or entities, including any temporary partnership of undertakings, which offers the execution of works, the supply of goods, the provision of services or the preparation of designs on the market.

n) “Candidate or Participant or Tenderer” means an interested party who has submitted a tender dossier.

o) “Contract document” means any document produced or referred to by the Company to describe or determine elements of the contract or the procedure, including the notice, the technical specifications, the descriptive document, proposed conditions of contract, templates for the submission of documents by candidates and tenderers, information on general and specific obligations and any additional documents. This term also includes supplementary information provided by the Company pursuant to Article 23(1), the draft contract and annexes thereto, and the technical specifications document that also includes the applicable technical specifications.

p) “Tender dossier” means the dossier submitted by participants in a procurement procedure under this Regulation, containing the participation documentation, suitability and qualitative selection information regarding the candidate, the technical tender and financial tender, as provided for in the contract documents.

q) “Company” means the société anonyme with the name ‘Thessaloniki International Fair S.A.’, trading as ‘TIF-HELEXPO S.A.’.

ARTICLE 3: GENERAL PRINCIPLES

1. The Company shall treat economic operators equally and without discrimination. When awarding contracts, the Company shall act in a transparent manner. The Company shall ensure that competition is not distorted when awarding contracts.

2. The Company shall award a contract when this is expedient for the achievement of its statutory objects and/or its seamless operation.

ARTICLE 4: SCOPE

1. The provisions of this Regulation govern the awarding of contracts for the provision of services, the supply of goods and the preparation of designs.

The scope of this Regulation does not govern contracts which:

a) have as their object the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon;

b) concern broadcasting time or programme provision that are awarded to audiovisual or radio media service providers;

c) concern arbitration and conciliation services; d)

concern legal services;

e) concern financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments within the meaning of Law 3606/2007 (Government Gazette, Series I, Issue 195), central bank services and operations conducted with the European Financial Stability Facility and the European Stability Mechanism;

f) concern loans, whether or not in connection with the issue, sale, purchase or transfer of securities or other financial instruments;

g) concern employment contracts.

2. Contracts whose object concerns, at the same time, the supply of goods and the execution of works or the provision of services or the preparation of designs are considered to be contracts for the supply of good, provided the estimated value of said goods exceeds the estimated value of construction works, including construction materials, services or designs.

3. Contracts whose object concerns, at the same time, the provision of services or the preparation of designs and the supply of goods are considered to be contracts for the provision of services or the preparation of designs, respectively, if the estimated value of the services or designs exceeds the estimated value of the goods.

4. Contracts whose object concerns the supply of goods and covers, as an incidental matter, siting and installation operations, are considered to be contracts for the supply of goods.

CHAPTER II PROCUREMENT PROCEDURES

ARTICLE 5: COMPUTATION OF ESTIMATED VALUE - AWARD PROCEDURES

1. The computation of the estimated value of a contract is based on the total amount payable, net of VAT, as estimated by the Company. When computing this value, account is taken of the estimated total amount, including any right of pre-emption or any extensions to the contract, as expressly stipulated in the contract documents.

2. If the Company provides for prizes or payments to candidates or tenderers, it shall take these amounts into account when calculating the estimated value of the contract.

3. The following award procedures shall apply, as applicable, for the awarding of contracts falling within the scope of the Regulation:

a) Ordinary Tender Procedure with an open or restricted procedure, for contracts with an estimated value exceeding eighty thousand euros (€80,000) net of VAT; b) Summary Tender Procedure, for contracts with an estimated value between thirty thousand euros (€30,000), net of VAT, and eighty thousand euros (€80,000), net of VAT;

c) Direct award for contracts with an estimated value equal to or lower than thirty thousand euros (€30,000), net of VAT.

d) The procedures laid down in Article 44(5) of Law 4972/2022 (Government Gazette, Series I, Issue 181/2022), as in force from time to time. Procurement under the procedures provided for in Article 44(5) of Law 4972/2022 and the participation of the Company therein shall be decided upon by the competent body provided for in Article 20(1) hereof, provided it is found that procurement under the aforesaid procedures is in the interests of the Company and the provision of the scope under tender notice is deemed necessary and expedient for the Company.

Tender procedures under paragraph (d) shall be carried out in accordance with the terms, clauses and rules contained in the relevant documentation and documents of such procedures, and prevail over the terms and procedures included herein.

4. Pursuant to a decision made by the competent Company body, in accordance with the provisions of Article 20, the contract being awarded may, as applicable, be made subject:

a) to use of ordinary tender procedure with an open or restricted procedure, even if the estimated value of the contract falls below the application thresholds of the procedure in question;

b) to a Summary Tender Procedure, even if the estimated value of the contract falls below the corresponding thresholds of the procedure in question.

5. In the specific cases and circumstances referred to below, the Company may proceed, by means of a resolution issued by the Board of Directors, with directly awarding contracts for the supply of goods, provision of services and preparation of designs even when the value of the contract, net of VAT, exceeds thirty thousand (30,000) euros. More specifically:

5.1. The direct award procedure in cases of contracts with a value exceeding thirty thousand (30,000) euros, net of VAT, may only be used in any of the following cases:

a) where the good or services or designs can be provided or prepared only by a particular economic operator for any of the following reasons:

aa) the aim of the contract is the creation or acquisition of a unique work of art or artistic performance;

bb) absence of competition for technical reasons;

cc) the protection of exclusive rights, including intellectual property rights.

b) in so far as is strictly necessary where, for reasons of extreme urgency brought about by unforeseeable events or due to other particular technical or other conditions, the time limits laid down for ordinary and summary tender cannot be complied with.

c) for supply and services contracts for the purchase of supplies or services under particularly advantageous conditions from either a supplier which is definitively winding up its business activities or the liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under statutory provisions.

5.2 Pursuant to a resolution of its Board of Directors, the Company may award contracts falling within the scope of this Tender Procedure by way of derogation from all or part of the rules hereof, where this serves the interests of the Company, such as, in particular, an expected increase in its turnover.

ARTICLE 6: ORDINARY TENDER PROCEDURE (OPEN-RESTRICTED PROCEDURES)

1. Ordinary tender procedures shall be conducted as open or restricted selection procedures. The Company shall freely decide on the type of procedure.

2. In open procedures any interested economic operator may submit a tender.

3. In restricted procedures any economic operator may submit a request to participate, but only those economic operators invited to do so by the Company may submit a tender. Recourse to this procedure shall take place in two stages.

During the first stage, the Company shall call upon economic operators to express their interest and shall conduct qualification on the basis of the criteria for qualitative selection set forth in the notice. With a view towards ensuring effective competition, the Company shall set forth in the Notice the minimum number of candidates it intends to call upon, which may not be less than three.

During the second stage, the Company shall call upon all operators qualified during the first stage simultaneously and in writing to submit tenders. Tenders submitted by non-qualified economic operators shall be rejected as inadmissible.

4. The key terms of the contract to be concluded shall be contained in the notice or a special accompanying document. The contractor shall be selected following evaluation of the participants' tenders in accordance with the procedure and criteria laid down in the contract documents.

5. A summary of the notice shall be published on the Company website. The summary may also be published on any other website or in the local press, if deemed expedient given the nature of the contract.

6. This notice of an Ordinary Tender Procedure shall include at least the following information:

a) name and contact details of the Company (telephone number, e-mail address, website);

- b) e-mail address or website providing unfettered, comprehensive, direct, gratis access to the contract documents. When unfettered, comprehensive, direct, gratis access is not provided on grounds freely decided upon by the Company, the manner in which interested parties can access the contract documents shall be indicated;
- c) description of the contract object;
- d) estimated value of the contract, net of VAT;
- e) tender submission time limit;
- f) tender procedure conduct date;
- g) process of the tender procedure;
- h) participation, performance and/or advance payment bonds, as required in each case;
- i) contract award criteria;
- j) suitability evidence (personal situation and qualitative selection information), as required in each case;
- k) qualitative selection criteria (economic and financial standing, technical and/or professional ability), if applicable;
- l) technical tender content, if applicable;
- m) technical tender grading criteria and comparative weight thereof, if applicable;
- n) financial tender content;
- o) method for weighting the technical and financial value of the tender, if applicable;
- p) effective term of the tender;
- q) place of delivery or of performance;
- r) contract term stipulated; and
- s) where deemed expedient, price revision clauses, pursuant to Article 9(1)(a) hereof.

7. The tender submission time limit may not be less than twenty two (22) days from the date of publication of the notice summary provided for in paragraph 5 of this Article.

ARTICLE 7: SUMMARY TENDER PROCEDURE

1. Recourse to the summary tender procedure shall be permitted when the estimated value of the contract is equal to or less than eighty thousand (80,000) euros, net of VAT.

2. In order to conduct a summary tender procedure, the Company shall publish a notice. Such notice shall be published on the Company website.

3. In summary tender procedures, the minimum time limit for receiving tenders shall be ten (10) days from the date of publication of the notice on the Company website. The Company may extend the time limits for the receipt of tenders so that all economic operators concerned may be aware of all the information needed to produce tenders when the contract documents undergo significant changes.

The length of the extension shall be proportionate to the importance of the changes.

4. Economic operators shall submit tenders in writing and, where provided for in the notice, may also be submitted in electronic form. Submission of a single tender shall not hinder the tender procedure from continuing and the contract from being awarded.

5. The summary tender procedure conduct details shall be set forth in the contract documents.

6. Tenders may include, *inter alia*, the following supporting documents:

- participation supporting documents
- technical tender
- financial tender

7. The competent Summary Tender Procedure Committee shall hold a closed meeting and comprehensively examine the tenders, rank them and identify the most advantageous tender to be awarded the contract on the basis of the criteria, as worded in the notice. The Summary Tender Procedure Committee may meet on a day other than the deadline for the submission of tenders.

ARTICLE 8: DIRECT AWARD

1. The direct award procedure shall be implemented when the estimated value of the contract, net of VAT, is equal to or less than thirty thousand (30,000) euros, without prejudice to Article 5(5). During this procedure, the Company, having conducted summary market research, shall directly award the performance of a specific contract to an economic operator of its choice.

2. Pursuant to a decision made by the competent body specified in Article 20(1) hereof, the Company may directly award contracts after conducting two tender procedures which proved 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.

The maximum term of duration of contracts directly awarded in accordance with the provisions of the preceding paragraph may not exceed twelve (12) months.

ARTICLE 9: SUPPLEMENTARY AND NEW CONTRACTS - RIGHT OF PRE-EMPTION

1. Contracts may be amended pursuant to a decision of the Board of Directors or of the body competent under Article 20(1) without a new contract conclusion procedure in any of the following situations:

a) where the amendments, irrespective of their value, concern clear, precise and express revision clauses in the initial contract documents, which may also include price revision clauses or options. Such clauses shall state the scope and nature of possible amendments or options as well as the conditions under which they may be activated. They shall not provide for amendments or options that would alter the overall nature of the contract.

b) for supplementary services provided or goods supplied by the original contractor that became necessary and were not included in the initial contract, where a change of contractor:

aa) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations provided through the initial contract concluded; and

bb) would cause significant problems or substantial duplication of costs for the Company.

However, any increase in price shall not exceed fifty percent (50%) of the value of the initial contract. In cases of successive amendments, the cumulative value of such amendments may not exceed fifty percent (50%) of the value of the initial contract.

c) where all of the following conditions are cumulatively fulfilled:

aa) the need for amendment has been brought about by circumstances which the Company could not foresee;

bb) the amendment does not alter the overall nature of the contract;

cc) any increase in price shall not exceed 50% of the value of the initial contract.

d) where a new contractor replaces the one to which the Company had initially awarded the contract as a consequence of either:

aa) an unequivocal review clause or option in conformity with case (a);

bb) universal or partial succession into the position of the initial contractor, following corporate restructuring, including takeover, absorption, merger or cases of insolvency, particularly in the framework of pre-bankruptcy or bankruptcy procedures, of another economic operator that fulfils the criteria for qualitative selection initially established, provided the succession does not entail other substantial amendments to the contract.

e) where the modifications, irrespective of their value, are not substantial. An amendment to a contract during its term shall be considered to be substantial where it renders the contract materially different in character from the one initially concluded. In all cases, an amendment shall be considered to be substantial where one or more of the following conditions is met:

aa) the amendment introduces conditions which, had they been part of the initial contract conclusion procedure, would have allowed for the admission of other candidates than those initially selected or for the acceptance of a tender other than that originally accepted or would have attracted additional participants in the contract conclusion procedure;

bb) the amendment changes the economic balance of the contract in favour of the contractor in a manner which was not provided for in the initial contract;

cc) the amendment extends the scope of the contract considerably.

2. Contracts may be amended without a new contract conclusion procedure and without the above conditions being met where the value of the amendment is lower than both the following figures:

a) less than 30,000 euros, net of VAT; b) less than thirty percent (30%) of the value of the initial contract.

In all cases, the amendment may not alter the overall nature of the contract. In cases of successive amendments, their value shall be computed on the basis of the net cumulative value of the successive amendments.

3. For the purpose of computing the price referred to in paragraph 2 and cases (b) and (c) of paragraph 1, the readjusted price shall be the reference value when the contract includes an indexation clause.

CHAPTER III

RULES OF PARTICIPATION

ARTICLE 10: RIGHT OF PARTICIPATION

1. The general principles of European Union law and, in particular, equal treatment, transparency, proportionality, mutual recognition and freedom of competition, shall apply to contracts falling within the scope of the Regulation.
2. The Company 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, as well as third countries that do not fall under the above case and have concluded bilateral and multilateral agreements with the Union on public procurement issues, on condition that the criteria for qualitative selection set out in the notice are satisfied.
3. Without prejudice to the provisions of the preceding paragraph, interested parties from third countries may participate solely if this is expressly provided for in the notice.

ARTICLE 11: GROUPS OF PERSONS

1. Groups of persons or joint ventures being established may submit a tender without being obligated to assume a specific legal form. The notice may stipulate that the group or joint venture selected shall be obligated to assume a specific legal form prior to the signing of the contract.
2. Where deemed necessary, the Company may clarify in the contract documents how groups of economic operators are to meet the requirements concerning economic and financial or technical and professional ability under Article 15.
3. Notwithstanding paragraph 1, the Company may require groups of economic operators 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 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).

4. In cases of a tender submitted by a group of economic operators, all its members shall be held jointly and severally liable towards the Company. If the contract is awarded to the group, said liability shall persist until the contract has been performed in full.

5. Any interested supplier, service provider or designer, whether natural or legal person, may participate as a member or, if provided for in the notice, as a sub-contractor or provider of adequacy or other technical or economic capability to a single participating group during the award stage, on penalty of disqualification of tenders in which said person participates in any of the aforesaid capacities.

6. Groups of economic operators shall submit joint offers which must be necessarily signed either by all economic operators making up the group or a duly authorised representative thereof. The tender must necessarily describe the extent and object of participation (including the fee allocation table) of each member of the group, as well as its representative/coordinator.

The table may be amended during the performance of the contract, following approval by the Company.

7. The members of groups of persons shall be held jointly and severally liable towards the Company for any issue arising during the award process and the performance of the contract.

ARTICLE 12: RELIANCE ON THE CAPACITIES OF OTHER OPERATORS

1. The notice may stipulate that, with regard to criteria relating to economic and financial standing and criteria relating to technical and professional ability, as set out pursuant to Article 15, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other operators, regardless of the legal nature of the links which it has with them. With regard to criteria relating to the educational and professional qualifications or the 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. It shall not be permitted to rely on the capacities of other operators to satisfy terms of the Notice that concern quality assurance standards and/or environmental management standards and the relevant certificates (ISO) requested or, where reliance on the capacities of other operators is associated with the assignment of part of the object of the contract to a sub-contractor, if the restrictions laid down in

Article 19(1) hereof are infringed.

2. If an economic operator wants to rely on the capacities of other operators, it shall prove to the Company that it will have at its disposal the resources necessary and, in particular, by producing a commitment by those operators to that effect.

3. The Company shall, in accordance with the articles hereof and the notice, verify whether the operators on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion pursuant to Article 14. The Company shall require that the economic operator replace an operator which does not meet a relevant selection criterion, or in respect of which there are grounds for exclusion under Article 14(1) and (2). The Company may require that the economic operator replace an operator in respect of which there are grounds for exclusion under Article 14(4).

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

5. Under the same conditions, a group of economic operators as referred to in Article 11 may rely on the capacities of participants in the group or of other operators. The operator on whose capacity the economic operator relies who does not meet a relevant selection criterion, or in respect of whom there are ground for exclusion shall be replaced following an invitation by the Company to the economic operator within fifteen (15) days from the date of notification of the invitation to the economic operator for any third party on whose capacity it relies, in the framework of the same contract conclusion procedure. The operator replacing the operator referred to in the preceding paragraph may not be replaced anew.

6. In the case of service contracts, design preparation contracts or in the case of siting and installation operations in the context of a supply contract, the Company may require that certain critical tasks be performed directly by the tenderer itself or, where the tender is submitted by a group of economic operators as referred to in Article 11, a participant in that group.

7. Any interested supplier, service provider or designer, whether natural or legal person, may participate as a member or, if provided for in the notice, as a sub-contractor or provider of adequacy or other technical or economic capability to a single participating group during the award stage, on penalty of disqualification of tenders in which said person participates in any of the aforesaid capacities.

8. This Article shall not apply to procedures for the conclusion of contracts for the preparation of designs and the provision of technical and other related scientific services, as well as procedures for the conclusion of contracts for the provision of maintenance services.

ARTICLE 13: CANDIDATE SUITABILITY CHECK

1. Tenderers may be obligated to prove that they meet specific suitability conditions in terms of their personal situation, technical or professional ability and economic and financial standing, in accordance with the specific provisions of the notice. The information requested in order to prove the foregoing and the minimum level of professional qualifications requires for the admissible participation of candidates are relevant to and contingent on the physical and economic scope of the contract.

2. Contracts shall be awarded on the basis of the criteria set out in Article 26, provided the above suitability and qualitative selection conditions laid down in the notice are met.

ARTICLE 14: EXCLUSION GROUNDS

1. Candidates shall be excluded from participation in procurement procedures hereunder where it is proven, by verifying, on the basis of their representations and documentary evidence - supporting documents submitted or knowledge of the Company obtained by other means, that that candidates have been the subject of an irrevocable judgment of conviction of one or more of the following crimes:

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, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by virtue of Law 2803/2000 (Government Gazette, Series I, Issue 48);

d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework

Decision;

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), and the crimes referred to in Article 323A of the Greek Penal Code (human trafficking).

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) cases of limited liability companies (LLCs) and personal companies (General Partnerships and Limited Partnerships), their managers;
- bb) cases of sociétés anonymes (SAs), their CEO and all directors;
- cc) cases of cooperatives, their directors; or
- dd) other cases of legal persons, their lawful representative in each case.

2. Any economic operator shall be excluded from participating in a contract conclusion procedure if the Company:

- 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.

This paragraph 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 with a view to paying said taxes or social security contributions, to the extent that it complies with the terms of the binding arrangement.

3. The Company may also provide in the contract documents for a derogation from the mandatory exclusion provided in paragraph 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 final subparagraph of paragraph 2 before expiration of the deadline for requesting participation or, in open procedures, the deadline for submitting its tender.

4. The Company may exclude any economic operator in any of the following situations from participation in a contract conclusion procedure:

a) where the economic operator is bankrupt or is the subject of statutory liquidation, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is the subject of a restructuring procedure and it is not complying with its terms, or is in any analogous situation arising from a similar procedure under national laws;

b) where, without prejudice to the provisions of Article 44(3b) of Law 3959/2011 (Government Gazette, Series I, Issue 93) concerning criminal sanctions and other administrative consequences, the Company has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at 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 the Company 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 the Company, to obtain confidential information that may confer upon it undue advantages in the contract conclusion procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award;

f) where the Company considers that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable, or has engaged in conduct in breach of contract towards the Company, in the sense of not having fully and duly performed any material contractual obligation on its part towards the Company and, in particular, if it has not paid the Company any monetary claim owed duly and in full.

5. By way of derogation from the provisions of case (a) of paragraph 4, the Company 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 paragraph 4.

6. The Company may exclude an economic operator at any time during the procedure, where it turns out 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 1 and 2. The Company 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 paragraph 4.

7. Any economic operator that is in one of the situations referred to in paragraphs 1 and 4, save case (a) thereof, 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, the Company need not exclude the economic operator in question from the contract conclusion procedure.

For this purpose, the economic operator shall prove that it has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct, clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the economic operators shall be evaluated by the Company, 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.

8. The supporting documents required to prove non-application of the grounds for exclusion set out in this Article shall be specified in the notice. The notice may

require, instead of supporting documents, the submission of a solemn declaration by participants that the grounds for exclusion do not apply to them. A template of this solemn declaration may be provided with the contract documents. In this case, it is provided that the supporting documents required shall necessarily be submitted by the tenderer to whom the contract is to be awarded, as set out in Article 28 hereof.

9. 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.

10. 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. The notice may stipulate that information and technical bulletins and other forms - whether or not corporate - with specialised technical contents may be submitted in a different language, without being accompanied by a translation into the Greek language.

11. 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.

ARTICLE 15: SELECTION CRITERIA

1. The criteria for the selection of participating economic operators may concern: a) suitability to pursue the professional activity; b) economic and financial standing; c) technical and professional abilities.

2. With regard to suitability to pursue the professional activity, the Company may require economic operators to be enrolled in professional or trade registers kept in their Member State of establishment, or to comply with any other request set out in the notice.

In contract conclusion procedures for services or designs, in so far as economic operators have to possess a particular authorisation or to be members of a particular organisation in order to be able to perform the service concerned in their country of origin, the Company may require them to prove that they hold such authorisation or membership or are enrolled in a relevant register.

3. With regard to economic and financial standing, the Company may impose requirements ensuring that economic operators possess the necessary economic and financial capacity to perform the contract. The Company may require, in particular, that economic operators have a certain minimum yearly turnover and/or a certain minimum turnover in the area covered by the contract. In addition, the Company may require that economic operators provide information on their annual accounts showing the ratios, in particular, between assets and liabilities. They may also require an appropriate level of professional risk indemnity insurance. Where a contract is divided into sections, this Article may apply in relation to each individual section. Moreover, the Company may set the minimum yearly turnover that economic operators are required to have by reference to groups of sections in the event that the contractor is awarded several sections to be executed at the same time.

4. With regard to technical and professional ability, the Company may impose requirements ensuring that economic operators possess the necessary human and technical resources, experience, know-how, efficiency and reliability to perform the contract to an appropriate quality standard. The Company may require, in particular, that economic operators have a sufficient level of experience demonstrated by suitable references from contracts performed in the past. The Company may assume that an economic operator does not possess the required professional abilities where the Company has established that the economic operator has conflicting interests which may negatively affect the performance of the contract.

In contract conclusion procedures for supplies requiring siting or installation work or services, the professional ability of economic operators to provide the service or to

execute the installation may be evaluated with regard to their know-how, efficiency, experience and reliability.

5. The notice shall set out the required conditions of participation which may be expressed as minimum levels of ability, together with the appropriate means of proof.

6. In cases of groups of persons submitting a joint tender, it may be stipulated that the criteria for proving economic and financial standing shall be satisfied either cumulatively by the members or in weighted form, based on the percentage of participation of the members in the group, or by each of these members.

7. Contracts shall be awarded on the basis of the criteria set out in Article 26, provided the selection criteria are met and the grounds for exclusion laid down in the notice do not apply.

8. The supporting documents required to prove non-application of the grounds for exclusion and satisfaction of the selection criteria shall be specified in the contract documents. The contract documents may stipulated that a solemn declaration may be submitted as preliminary evidence of non-application of the grounds for exclusion and satisfaction of certain or all the selection criteria and in lieu of certificates and other supporting documents issued by state authorities or third parties; a template for this solemn declaration may be provided with the contract documents. In this case, it is provided that the supporting documents required shall necessarily be submitted by the tenderer to whom the contract is to be awarded, as set out in Article 28 hereof.

ARTICLE 16: WARRANTIES

1. Participation bond

a) In order for tenderers to participate in a procurement procedure under this Regulation using a summary or ordinary tender procedure, the Company shall require them to produce a participation letter of guarantee. The Company may release candidates from the obligation to produce a participation letter of guarantee in a summary tender procedure and in cases of tender procedures with a budget lower than forty thousand (40,000) euros. The participation letter of guarantee shall remain valid for the period stipulated in the notice.

b) The amount of the participation bond, as well as the content and type of the letter of guarantee, shall be specified in the contract documents. The amount of the participation bond shall be computed as a percentage of the estimated contract value and may not exceed 2% of that value, net of VAT, without taking into account options and renewals of the contract, rounded to the second decimal point.

c) In cases of a tender submitted for one or more sections of the contract, the participation bond amount shall be computed on the basis of the estimated value, net of VAT, of the section(s) tendered.

In cases of groups of economic operators, the participation bond shall also include a term stipulating that the bond covers the obligations of all the economic operators participating in the group.

d) The participation bond of the selected contractor shall be forfeited in favour of the Company if the contractor withdraws its tender during its effective term, provides false data or information, as set out in Articles 14 and 15, 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. the notice may stipulate that, in this case, the contractor selected shall bear the difference of the price if the very next candidate on ranking table is selected, or the costs for conducting a new tender procedure if there is no other candidate.

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. In cases of contracts with a value lower than forty thousand (€40,000) euros, net of VAT, the Company may release the contractor from this obligation.

b) The amount of the performance bond, as well as the content and type of the letter of guarantee, shall be specified in the contract documents, in accordance with the specific provisions of this article. The performance bond amount shall be specified in the contract documents as amounting to no more than 5% of the contract value, net of VAT. The performance bond is provided to cover the contractor's liability towards

the Company 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 upon final acceptance of the scope of the project. The performance bond shall be forfeited in the event of breach of the terms of the contract and the notice.

c) In the event of an increase in the economic scope during the performance of the contract, the contractor may be required to submit a supplementary performance letter of guarantee, the amount of which shall be no more than five percent (5%) of the increase to the contract value. 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.

3. Advance bond

The notice may provide for the possibility of the contractor receiving an advance upon signing the contract. The advance amount shall be computed as a percentage of the contractual price and shall amount to no more than 50% thereof, net of VAT. In order to pay the advance, the Company may require the contractor to submit an advance letter of guarantee for an equal amount.

4. The notice may lay down an obligation of the contractor to provide other forms of bonds as well. The amount of such bonds and the various terms governing them shall be set out in the notice.

5. The letters of guarantee referred to in the preceding paragraphs shall be issued by a recognised banking or credit institution or insurance enterprises, within the meaning of Article 14(1)(b) and (c) of Law 4364/2016 (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 of the World Trade Organization, ratified by virtue of Law 2513/1997 (Government Gazette, Series I, Issue 139), which have that right under the provisions in force.

Such letter of guarantee may 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.

6. In cases of groups of persons submitting a joint tender, letters of guarantee shall jointly and severally cover the liability of all members expressly named in the letter. 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.

7. Letters of guarantee shall be prepared in the Greek language or shall necessarily be accompanied by an official translation into the Greek language.

8. Letters of guarantee 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 the Company the sum of the bond within a specific deadline, following written notice by the Company, without pleas or objections, and without the guarantor being entitled to inquire as to the existence or lawfulness of the Company's claim. The first case of the preceding subparagraph, i.e. waiver from the pleas referred to, shall not apply to bonds provided in the form of a bill issued by the Consignment Deposits & Loans Fund.

9. The participation letters of guarantee 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. The participation bond shall also be returned to participants in the event of expiry of the duration of the tender and non-renewal thereof.

10. Performance and advance letters of guarantee shall be returned to the contractor following the final quantitative and qualitative acceptance of the overall contractual object by the Company and the settlement of any claims. The notice may stipulate that, if the contractual object can be divided and delivery is to take place in staggered form, in accordance with the contract, the bonds shall be released gradually, in equal amount to the value of the section definitively accepted. If the acceptance protocol contains observations or delivery takes place belatedly, the gradual release of the relevant bonds shall take place after the observations and lateness have been addressed in accordance with the provisions.

11. In cases of contracts where the contract documents provide for staggered delivery and acceptance of goods or services or designs (on an annual or other basis), the contract documents may stipulate that the repayment of the advance and the return of the performance bond shall take place gradually, following issuance of a performance attestation by the Company regarding the corresponding section delivered.

ARTICLE 17: TECHNICAL SPECIFICATIONS

As a requirement for awarding the contract, the Company may lay down technical specifications in the contract documents specifying the minimum required and any additional characteristics of the goods, services or designs offered. The technical specifications shall be worded clearly and objectively and, in particular, shall include the quality, performance and/or safety levels required in each case. The contract documents shall specify the *sine qua non* conditions of the technical specifications, failure to comply with which shall result in rejection of the tender.

ARTICLE 18: VARIANTS

The Company may allow the submission of variants. If the possibility for submitting variants is not expressly indicated in the notice, any variants submitted shall be rejected. The Company shall only take variants that meet any minimum requirements laid down in the notice into consideration.

ARTICLE 19: SUBCONTRACTING

1. The notice may provide for the possibility of assigning sections of the contract to third parties in the form of subcontracting, at a percentage that cannot exceed 40% 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;
c) as well as any further information and/or document that may be provided for in the notice.

2. The notice may provide for the obligation of the candidates to jointly submit a declaration by the subcontractor or its lawful representative concerning acceptance of the object of the subcontract, as well as the section of the contract it intends to undertake. Subcontractors shall not acquire any contractual relationship to the Company.

3. Use of subcontractors shall neither remove nor limit the liability of the contractor for proper performance of the entire contract, in accordance with its terms, including the sections assigned to subcontractors.

4. Any substitution of a subcontractor shall always be contingent on the approval and conditions of the Company.

5. Following a request by the subcontractor and where permitted by the nature of the contract and with the assent of the contractor, the Company may directly pay the subcontractor its fee for performing the supply or service pursuant to a subcontracting agreement signed with the contractor. In this case, the contract documents shall specify the specific measures or mechanisms permitting the main contractor to object to undue payments, as well as regulations concerning this manner of payment.

6. The above paragraph shall not remove the liability of the main contractor.

7. If so requested by the Company, following the award of the contract and at the latest when the performance of the contract commences, the main contractor shall be required to indicate to the Company the name, contact details and lawful representatives of its subcontractors involved in such works or services, insofar as known at that point in time. The main contractor shall be obligated to notify the Company of any changes to this information during the course of the contract as well as of the required information for any new subcontractors which the main contractor subsequently involves in such works or services.

The above obligations shall extend to the subcontractors of the subcontractors of the main contractor and any further subcontractor included in the subcontracting chain.

8. The Company may verify the application of the grounds for exclusion regarding subcontractors pursuant to Article 14. In this case, the Company:

a) shall require that the economic operator replace a subcontractor in respect of which the verification has shown that there are compulsory grounds for its exclusion; and

b) may require that the economic operator replace a subcontractor in respect of which the verification has shown that there are potential grounds for its exclusion.

9. By way of derogation from the preceding paragraph, if the contract section(s) which the main contractor had indicated in its tender that it intends to subcontract to third parties exceed(s) thirty percent (30%) of the total value of the contract, the Company:

a) shall necessarily verify the application of the grounds for exclusion regarding subcontractors pursuant to Article 14; and

b) shall necessarily require that the economic operator replace a subcontractor in respect of which the verification has shown that there are grounds for its exclusion.

10. In cases of verification of the grounds for exclusion regarding subcontractors, in accordance with paragraphs 8 and 9 of this article, the supporting documents required under Article 14(8), (9), (10) and (11) shall be submitted by the subcontractors.

11. Specifically in cases of performance of sanitation and/or security services provision contracts, Article 68(4) of Law 3863/2010 (Government Gazette, Series I, Issue 115) shall apply.

CHAPTER IV TENDER PROCEDURE BODIES

ARTICLE 20: TENDER PROCEDURE BODIES - COMMITTEE

1. Decisions on the award of contracts falling within the scope of this Regulation shall be made by the Board of Directors of the Company. Pursuant to a decision of the Board of Directors, the above competence may be transferred, whether in part or in whole, to single-member or collective Company bodies.

2. Where this Regulation makes reference to the Company and a decision, action or omission of the Company, it shall be understood to mean a decision, action or omission of its Board of Directors, unless the relevant competence has been expressly transferred, in accordance with the provisions of preceding paragraph.

3. A decision made or action taken by a non-competent Company body shall not be vitiated by nullity if approved by the competent body.

4. Pursuant to a decision of the Board of Directors or, in the case of relevant transfer of said competence to the relevant Company body in accordance with paragraph 1 of this article, a Summary Tender Procedure Committee and an Ordinary Tender Procedure Committee shall be set up. Both aforesaid Committees shall have a term in office of three years and shall be comprised of three (3) to five (5) ordinary members, including the Chairperson, and two (2) alternates. The aforesaid Committees shall be comprised of Company executives and/or may be expanded to include third parties for a specific tender procedure, following a decision made by the competent body, in accordance with the provisions of paragraph 1 above. Members may be replaced at any time pursuant to a decision of the competent body, as noted above, which shall also designate alternate members should any of the members be temporarily or definitively impaired. The Summary Tender Procedure Committee shall exercise the competences set forth in paragraph 5 of this article with regard to Summary Tender Procedures under Article 7, while the Ordinary Tender Procedure Committee shall exercise the competences set forth in paragraph 5 of this article with regard to Ordinary Tender Procedures under Article 6.

5. Depending on the type of tender procedure selected, the aforesaid Committees shall have the following competences:

- a) to receive and unseal tenders;
- b) to check the completeness of tenders, the application of grounds for exclusion, the existence of supporting documents for participation, and satisfaction of qualitative selection criteria and economic and financial standing criteria;
- c) to evaluate the content of the technical tenders and financial tenders, as required in each case;
- d) to issue opinions on any objections lodged; and
- e) to prepare a report with a clear and reasoned proposal and submit it to the competent decision-making body;
- f) to issue opinions addressed to the Board of Directors or the competent body under paragraph 1 of this article;
- g) any competence specified in this Regulation or the contract documents and, in particular, the notice.

6. Committees shall make decisions by majority.

7. Where the relevant competence has not been transferred by the Board of Directors to a different Company body, the minutes of Committee meetings shall be submitted to the Board in order to make a decision, otherwise to the competent body

in question.

8. During every stage, the Committees shall ensure compliance with the terms contained in the contract documents and the provisions of the Regulation.

CHAPTER V RECEIPT AND EVALUATION OF TENDERS

ARTICLE 21: PROCEDURES APPLIED DURING ORDINARY TENDER PROCEDURES

1. This Chapter shall apply to Ordinary Tender Procedures under Article 6 hereof.

ARTICLE 22: RECEIPT AND CONTENT OF TENDERS DURING ORDINARY TENDER PROCEDURES

1. During Ordinary Tender Procedures conducted under Article 6, tenders shall be submitted at the place, date and time specified in the notice, in accordance with the Regulation and any specific terms contained in the contract documents. 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, the Company 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.

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

3. 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 in the contract documents.

4. Unless otherwise specified in the notice, the dossier shall contain two (2) separate, independent, sealed dossier (sub-dossiers), as follows:

a) “Dossier of Participation - Technical Tender Supporting Documents” (where the contract documents require submission of a technical tender). The “Dossier of Participation - Technical Tender Supporting Documents” shall contain:

- i. any participation supporting documents, supporting documents proving non-application of grounds for exclusion and satisfaction of the technical capacity criteria, e.g., lists of works, lists of deliveries or services, reference to technical staff or services, description of technical equipment, as well as performance certificates and the solemn declaration required under Article 14(8), the participation bond required under Article 16, the documentary evidence concerning legitimation of the tenderer or candidate legal person, the authorisation of representation if the economic operators are participating with a proxy, and anything else noted in the notice and
- ii. the information of the technical tender (where the contract documents require submission of a technical tender).

Groups of economic operators that submit a joint tender shall submit the above supporting documents set out under (i) for each economic operator participating in the group save the participation bond.

(b) “Financial Tender Dossier”, containing the financial tender, as specified in the notice.

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

5. Unless otherwise specified in the notice, the content of the individual dossiers shall be submitted in one (1) original copy and one (1) additional copy. The notice may also provide for the submission of information in electronic format.

6. 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 Tender 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.

7. 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. The notice may stipulate that information and technical bulletins and other forms —whether or not corporate— with specialised technical content, i.e.

forms with purely technical characteristics such as numbers, depictions in international units, formulae and plans which can be read in any language and do not require translation, may be submitted in a different language, without being accompanied by a translation into the Greek language.

By way of derogation from the preceding paragraph, the Company may require the submission of one or more items of information in tenders and participation applications in one or more official languages of the European Union other than Greek without necessitation certification, insofar as the aforesaid documents have been uploaded to official certification body websites that are freely accessible via the Internet and provided the candidate cites them, in order to enable the Company to easily verify their validity.

8. Specifically in cases of conclusion of sanitation and/or security services provision contracts and irrespective of the type of procedure selected by the Company:

a) the Company shall require economic operators to necessarily note in the contract documents and their tender, *inter alia*, the information required under Article 68(1)(a) to (f) of Law 3863/2010; and

b) economic operators shall be obligated, on penalty of exclusion, to include in their tender the information required under Article 68(1) of Law 3863/2010.

ARTICLE 23: PROVISION OF INFORMATION - CLARIFICATIONS - LANGUAGE OF COMMUNICATION

1. Following a request by an interested party or candidate, the Company shall provide all necessary information or clarifications concerning the tender procedure, which shall also be communicated to the other participants. The deadlines for the submission of clarifications and provision of information shall be specified in the notice.

2. Following submission of the tender, candidates shall provide clarifications solely when requested in writing by the competent Tender Committee. The clarifications provided shall be taken into consideration solely if they are clearly related to the written query of the competent Committee and concern the content of information already submitted.

3. Unless otherwise specified in the notice, the language of communication and correspondence between the Company and interested parties shall be the Greek language. Any request, information, notification, objection, etc. shall be formulated in writing and in the Greek language or accompanied by an official translation, which shall supersede the foreign-language document.

ARTICLE 24: REVIEW AND EVALUATION OF TENDERS

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”.

2. The individual stages of open tender procedures or the second stage of the restricted procedure shall be 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. The individual stages of the first stage of the restricted procedure shall be as follows:

a) The dossier containing the applications and participation supporting documents shall be unsealed on the date and at the time specified in the contract documents. After the participation supporting documents have been unsealed, the Ordinary Tender Procedure Committee shall make a record of the candidates, review the supporting documents submitted and evaluate the candidates' participation applications on the basis of the qualification criteria specified in the contract documents. Subsequently, the Company shall invite the qualified candidates to submit tenders.

b) The tenders shall be unsealed and the subsequent procedural stages shall take place in accordance with the provisions of paragraph 2, which shall apply *mutatis mutandis*.

4. The results of the above stages shall be certified by virtue of a decision made by the competent body specified in Article 20(1) hereof, which shall be communicated to the tenderers or participants. Objections may be lodged against the above decision in accordance with Article 25 hereof.

5. 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.

6. The reports of the Ordinary Tender Procedure Committee and any objections lodged shall be forwarded by the Committee to the competent Company body specified in Article 20(1) to make a decision and/or award the contract.

7. During the procedure of evaluation of tenders or participation applications, the Company may call upon the tenderers or candidate economic operators in writing, in compliance with the principles of equal treatment and transparency, when the information or documentation that must be submitted is or appears to be incomplete or incorrect, or when specific documents are missing, to submit, supplement, clarify or complete the relevant information or documentation, with a deadline of no less than seven (7) and no more than fifteen (15) days from the date the relevant invitation was communicated to them. Any clarification or supplementation submitted by the tenderers or candidates without having been requested by the Company shall not be taken into account. The above clarification or supplementation must not result in a substantial alteration to the tender.

CHAPTER VI
OBJECTIONS

ARTICLE 25: OBJECTIONS

1. Objections may be lodged during tender procedures by any person with a legitimate interest either against the notice or against actions or omissions by Company bodies, until the date of approval of the tender procedure result.
2. All objections shall be addressed to the Company, submitted in writing at its registered offices and received by the competent Ordinary or Summary Tender Procedure Committee.
3. The lodging of objections shall not suspend the progress of the tender procedure.
4. In cases of Summary Tender Procedures, the deadline to lodge an objection shall be as follows:
 - a) against the notice, within five (5) days prior to the tender submission deadline; or
 - b) against actions or omissions by Company bodies, within three (3) days from the date of communication of the action or occurrence of the omission.
5. In cases of Ordinary Tender Procedures, the deadline to lodge an objection shall be as follows:
 - a) against the notice, within ten (10) days prior to the tender submission deadline; or
 - b) against actions or omissions by Company bodies, within five (5) days from the date of communication of the action or occurrence of the omission.
6. 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 the Company.
7. Objections lodged against the notice shall be ruled upon by the body competent to award the tender procedure contract, in accordance with the provisions of Article 20(1), no later than three (3) days prior to the tender submission deadline, following an opinion issued by the competent Tender Committee. In other cases, the competent Company body specified in Article 20(1) 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. The Company may accept the objection, whether in part or in whole, even after the lapse of the deadline, or provide initial or supplementary reasoning for the rejection of the

objection.

8. The timely lodging of an objection is a prerequisite for exercising legal remedies against the aforesaid actions or omissions on the part of the Company.

CHAPTER VII

AWARD OF CONTRACT

ARTICLE 26: AWARD CRITERIA

1. Contracts falling within the scope hereof shall be awarded on the basis of the criterion of the most economically advantageous tender. The most economically advantageous tender shall be determined on the basis of individual criteria selected by the Company and specified in the notice, and may include price, cost, quality, organisation, qualification and experience of staff members to whom the contract is awarded, after-sales service and technical assistance, efficiency, technical, aesthetic and functional characteristics, technical merit, conditions of delivery, degree of comprehension of the object, comprehensiveness and reliability of the methodology, organisation of the economic operator, ease of construction of the technical solution. Where the most economically advantageous tender is determined on the basis of combined criteria, the notice shall specify the relationship/weighting of this criteria in order to always identify the most economically advantageous tender. The weighting of criteria may be expressed by providing for a range with an appropriate maximum spread. Where weighting is not possible for objective reasons, the criteria shall be specified in decreasing order of importance.

2. Price or cost may be specified as the sole component determining the most economically advantageous tender.

3. Furthermore, the component or price or cost may be fixed and participants may compete solely and exclusively on the basis of qualitative, technical or other criteria.

4. The notice or other contract documents may further specify the tender evaluation procedure followed in each case.

5. Where several tenderers submit tenders that are equivalent in terms of all components, the competent body may award the contract by lot or by distributing the supply, service or design being tendered thereto, where this is deemed appropriate. The above drawing of lots shall be carried out by the Tender Committee, following an invitation extended to the economic operators to attend the draw.

ARTICLE 27: ABNORMALLY LOW TENDERS - COUNTER-OFFERS

1. Where tenders for a specific contract appear to be abnormally low in relation to its object, prior to rejecting these tenders, the Company may request clarifications on the composition of the tender in writing. The tenderer shall provide such explanations within a fixed deadline of ten (10) days from the date of communication of the relevant invitation by the Company. If an economic operator does not respond to this invitation within the aforesaid deadline and does not submit explanations, its tender shall be rejected as unacceptable and the participation letter of guarantee shall be forfeited in favour of the Company.

2. The explanations referred to in paragraph 1 may in particular relate to: a) the economics of the manufacturing process, of the services provided or of the construction method; b) the technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or provision of services or for the execution of the work; c) the originality of the work, supplies or services proposed by the tenderer; and d) compliance with obligations concerning subcontracting.

3. In cases of contracts for the preparation of designs , provision of technical and other related scientific services, tenders submitted in a tender procedure shall be assumed to be abnormally low in all cases where they present a deviation greater than ten (10) percent from the average of the total discounts of acceptable tenders submitted. The Company may consider that tenders with little or no deviation from the above threshold also constitute abnormally low tenders. The explanations provided by the economic operator, particularly with regard to the determination of the economic values according to which it formulated its tender, shall constitute binding agreements and part of the award contract that cannot be altered throughout the term of performance of the contract.

4. Unless otherwise specified in the notice, counter-offers shall not be accepted and, if submitted, shall be rejected as inadmissible.

ARTICLE 28: INVITATION TO SUBMIT SUPPORTING DOCUMENTS

1. Following the evaluation of the tenders, the Company 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 issues, in accordance with the provisions of 1 of Law 4250/2014 (Government Gazette, Series I, Issue 74), of all the supporting documents specified in the contract documents. The supporting documents shall be submitted in a sealed dossier to the Company's Protocol Department. Where changes occur to the requirements which tenderers/candidates

had represented that they met until the time of conclusion of the contract, tenderers/candidates shall be obligated to immediately notify the Company to this effect.

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. If the provisional contractor submits a request to the Company to extend the aforesaid deadline, where this is sufficiently reasoned (e.g., accompanied by documentary evidence proving that it has requested issuance of the supporting documents), the Company shall extend the deadline for submission of the supporting documents by no more than ten (10) days. The provisional contractor may also utilise the option offered in the preceding subparagraph within the deadline of the invitation referred to in paragraph 1.

3. If it is found during the review of the aforesaid supporting documents that the information declared is false or inaccurate, or if the aforesaid supporting documents submitted duly and in good time do not prove non-application of the grounds for exclusion set out in Article 14 or that one or more of the requirements of the qualitative selection criteria is met, i.e. economic and financial standing and technical and professional ability, in accordance with Article 15 hereof, without prejudice to any subsequent changes in accordance with the final subparagraph of paragraph 1 of this Article, or if the provisional contractor does not submitted the required original documents or copies of the aforesaid supporting documents within the period set, the provisional contractor shall be declared to be in default, its participation bond shall be forfeited in favour of the Company, if submitted, and the contract shall be awarded to the contractor that submitted the immediately subsequent most economically advantageous tender on the basis of the specific award criteria. If none of the tenderers submitted a truthful or accurate declaration, the award procedure shall be frustrated.

4. The procedure for reviewing the aforesaid supporting documents shall conclude with the preparation of a report by the competent Tender Committee and the forwarding of the dossier to the decision-making body of the Company, in accordance with Article 20(1), to decide on whether to declare the provisional contractor in default or frustrate the procedure or award the contract. The results of the review of the aforesaid supporting documents shall be certified in the award decision referred to in Article 29.

5. Tenderers who submitted acceptable tenders may enjoy access, being made aware of the above supporting documents submitted, in accordance with the provisions of the contract documents and the provisions hereof.

ARTICLE 29: AWARD

1. The competent Company body specified in Article 20(1) may, by issuing a reasoned decision, indicatively decide to award or assign the entire object 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, the Company 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 Regulation.

The Tender Committee may propose the award of the contract in its entirety or for a larger or smaller quantity in accordance with this Regulation 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.

2. The Company shall immediately communicate the award decision to every tenderer and to the provisional contractor using any expedient means, such as facsimile, e-mail, etc. with recorded delivery.

3. The result of the procurement procedure shall be awarded by virtue of a decision made by the competent Company body, in accordance with the provisions of Article 20(1) hereof, following examination of any objections and, where applicable, completion of the review of supporting documents submitted by the selected tenderer.

4. 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 Tender Committee must justify to what extent the single tender submitted is advantageous for the Company.

5. The award decision shall produce legal effects as of the expiry of the deadlines set in Article 25 without action. Following occurrence of the legal effects of the award decision, the Company shall invite the contractor to appear and sign the agreement within five days of communication of a special invitation in writing to that effect.

6. The signing of the agreement shall have probative value. If the contractor does not appear to sign the agreement within the deadline set in the special invitation, without prejudice to objective reasons of force majeure, the contractor shall be declared in

default, its participation bond shall be forfeited in favour of the Company, and the overall award procedure shall take place with 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.

ARTICLE 30: FRUSTRATION OF RESULT

1. The Company may proceed, at no cost to itself and by virtue of a decision made by the competent body specified in Article 20(1), 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 Tender Committee, is not considered advantageous for the Company; or

b) if none of the tenderers appears to sign the agreement.

2. The procurement procedure and the contract signing procedure may be frustrated by virtue of a decision made by the Company, at no cost to itself, following an opinion issued by the competent Tender Committee, in the following cases:

a) due to irregular conduct of the procurement procedure, on condition that, if errors or omissions are ascertained at any stage of the procurement procedure, the Company may, following an opinion issued by the competent body, cancel the procedure in part or accordingly modify its result or decide to repeat it as of the point in time when the error or omission occurred;

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 the Company;

c) if the Company considers that the conditions on the basis of which the procurement was decided upon have changed in any manner;

d) if the Company 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.

3. If errors or omissions are ascertained at any stage of the procurement procedure, the Company may, at no cost to itself, following an opinion issued by the competent Tender Committee and a decision by the competent body specified in Article 20(1), 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.

4. When the grounds for frustration of the procedure referred to in paragraphs 1 and 2 apply, the Company 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.

5. The Company 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.

ARTICLE 31: CONTRACT

1. Save contracts with a value, pursuant to the relevant documentation, equal to or lower than three thousand euros (€ 3,000.00), contracts concluded in the framework of this Regulation shall be drawn up in writing, in accordance with the terms of the relevant contract documents and the contractor's tender. All the contract documents and the contractor's tender shall constitute an integral part of the agreement in question.

2. The agreement must include at least the following information: a)

the details of the contracting parties and their representatives;

b) a description of the contract object;

c) the contractual fee and the manner of its payment;

d) the schedule for completion of the contract, including any individual stages or parts;

e) the contract performance bonds;

f) any penalty clauses provided for in the event of exceedance of the deadlines with the contractor being at fault;

g) the obligations of the contracting parties.

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

CHAPTER X PERFORMANCE OF CONTRACT AND ACCEPTANCE

ARTICLE 32: MONITORING AND CONTROL OF PERFORMANCE

1. The Company may designate one or more persons to monitor and control the performance of the contract (supervisors). Depending on the nature of the contract, the supervisor may be a Company employee or employees or a specialised external consultant or group of specialised consultants.

2. The supervisor shall monitor and control the quality and quantity of the deliverables and the performance of the contract and, in particular, shall ensure compliance with the delivery schedule, shall review accounts and recommend their payment, following approval by the competent Manager, shall call upon the contractor to present the contract implementation progress in accordance with any individual stages or parts, shall require the contractor to provide explanations and clarifications, shall convey the Company's instructions, directions and observations to the contractor, and shall carry out any control required to ascertain compliance with the terms of the contract on the part of the contractor.

3. The contractor shall be obligated to take the supervisor's remarks into consideration and to comply within a reasonable deadline or within the deadline set by the supervisor.

ARTICLE 33: OBLIGATIONS OF THE CONTRACTOR

1. It shall be assumed that, at the time of signing the contract, the contractor has been made fully aware of the contract documents, the contract performance conditions and any risks, and that the contractor undertakes to perform the contract, considering the contractual fee to be reasonable and sufficient. Any failure to provide notification shall not release the contractor from its contractual obligations and responsibilities.

2. The contractor shall be held liable towards the Company for the appropriate and proper performance of the contract in accordance with good engineering practice and the terms of the contract.

3. The contractor shall be obligated to remedy any defect or omission notified in the context of supervision within a reasonable deadline set out in the contract or by the supervisor, where applicable. The obligation to remedy defects or omissions in deliverables shall persist both during the term of the contract and after its conclusion and until the time set out in the notice or a relevant notification. Any objections lodged against the written notification shall not release the contractor from the obligation to comply with the orders given. In cases of design contracts, the contractor shall be obligated to use the information provided by the employer, if so provided for in the contract. If the information is inaccurate, unclear or generally insufficient and affects the proper or timely performance of the contract, and where the contractor can ascertain this fact, it shall notify the employer in writing and without

undue delay.

4. Should the contractor refuse to remedy the defects and/or omissions ascertained or should the relevant deadline set lapse without action, the Company may remedy the foregoing and the relevant costs shall be borne by the contractor and automatically deducted from the contractual consideration or the performance or operation bonds, without prejudice to the right of the Company to declare the contractor in default or to proceed with partial or complete forfeiture of the bond, accordingly.

ARTICLE 34: DEADLINES - PENALTY CLAUSES

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

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 Company body under Article 20(1). The extension shall be granted with the Company's interests being the criterion, following a relevant written request by the contractor substantiating the grounds for the delay.

3. The Company may impose, by virtue of a decision made by and at the discretion of its competent body under Article 20(1) hereof, 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 during the acceptance process. The amount and type of penalties, the manner of their imposition and other consequences due to late or inappropriate delivery shall be specified in the contract documents and the contract. Penalties may also be imposed for improper performance of contract terms. The total amount of penalties in the case of the preceding subparagraph may not exceed ten percent (10%) of the contract value, unless otherwise decided by the Company in a reasoned decision.

4. The amount of penalties shall be deducted from / offset against the contractor's fee. If a supplementary/amending contract is concluded, the supplementary contract shall stipulate whether the deadlines of the initial contract are extended and whether the penalties previously imposed are lifted in whole or in part.

5. The imposition of penalties shall not preclude the Company's right to declare the contractor in default.

ARTICLE 35: DEFAULT OF CONTRACTOR

1. If the contractor does not fulfil its contractual obligations in good time or appropriately, or, in cases of contracts for the preparation of designs or provision of technical services, does not comply with the written orders of the Company, it may be declared in default by virtue of a decision made by the competent Company body under Article 20(1). 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 Company's claims. A more specific procedure and any additional consequences of default, in addition to the forfeiture of bonds provided, as the case may be, shall be specified in the contract documents and the contract. 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 Company body under Article 20(1).

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

3. The default shall become definitive if an appeal is not lodged with the competent body under Article 20(1) 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) 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. Pursuant to a decision of the Company body specified in Article 20(1), sanctions specified in said decision shall be imposed on the contractor declared in default, such as partial or total forfeiture of the participation and/or performance letters of guarantee, as applicable.

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.

ARTICLE 36: PAYMENTS

1. The contractor's fee may be paid either through full payment of the contractual value or in a staggered manner, as specified in the contract documents.
2. The following shall be prerequisites for the payment of the contractor's fee:
 - a) an invoice issued by the contractor;
 - b) tax debt clearance and/or social security debt clearance certificates concerning the contractor; and
 - c) any other supporting document specified in the contract documents.

ARTICLE 37: CONTRACT SUSPENSION - TERMINATION

1. The Company reserves the right to suspend the application of all or part of the contract, following written notification sent to the contractor. Said notification shall specify the reasons for the suspension, the date it commences and its estimated duration. As of the date of commencement of the suspension, the obligation to fulfill the contractor's corresponding contractual obligations shall be temporarily suspended; however, the contractor shall be obligated to take all appropriate measures to limit any losses or additional costs for the contractor or the Company.
2. The Company reserves the right to terminate the contract concluded with the contractor at any time and at no cost to itself, following a decision of its Board of Directors. In this case, the contractor shall not be entitled to receive any further fee or consideration and any amount as compensation beyond its fee for the service or supply it has performed until the time of termination, unless the Board of Directors of the Company decides to pay a reasonable compensation amount.
3. In the event of death, restriction of the legal capacity in any manner or bankruptcy of the contractor, in the case of a natural person, as well as in the event of being declared or placed in winding up, bankruptcy, compulsory receivership, liquidation, closure of activities, bankruptcy settlement or other similar procedure provided for under national and regulatory provisions, the contract shall be terminated automatically and at no cost for the Company as of the time of occurrence of the above events. Should any of the above events occur to one of the members making up the contractor, where several natural or legal persons are collaborating, the contract shall persist as is and produce all its legal effects, unless the Company rules, at its unfettered and sole discretion, that the above events prejudice the complete, proper and appropriate performance of the contract, whereupon the contract shall be terminated automatically and at no cost to the Company following a decision by the latter.

ARTICLE 38: CONFIDENTIALITY

1. Where data and information related to the technical or trade secrets of a participant or member are submitted with the tender and the notification thereof to the other candidates would prejudice the legitimate interests thereof, the candidate shall be obligated to add the indication “confidential information” thereon, to expressly cite all relevant legal provisions or administrative acts imposing the confidential nature of the specific item of information, and to inform the competent Tender Committee on the date of conduct of the tender procedure. All confidential information must be set out in a separate document within the tender. Otherwise, other candidates may be made fully aware of said information and any information shall be considered as being able to be made publicly known. The concept of confidential information concerns solely the protection of secrecy that covers special, individual technical or trade matters of the candidate's enterprise referred to in the tender and characterised as such, and shall under no circumstances apply to the entirety of the tender, whether technical or financial, or the other documents or information that accompany it. Where an economic operator characterises information as confidential due to the existence of technical or trade secrets, in its relevant declaration, it must cite all relevant legal provisions or administrative acts imposing the confidentiality of the specific item of information.

2. The Company shall be bound to keep the information made available to it by tenderers confidential for one (1) year, provided they bear the “confidential information” indication. Breach of confidentiality shall arise exclusively from a document issued by a Company body.

3. The Company may impose requirements on economic operators aimed at protecting the confidential nature of information which the Company makes available throughout the contract conclusion procedure. The Company may also require that economic operators safeguard compliance with these requirements by their staff, subcontractors and any third party they use during the assignment or performance of the contract.

4. Information concerning prices per unit, quantities offered, the financial tender and the data of the technical tender used to evaluate it shall not be characterised as confidential.

5. Confidentiality shall always be lifted following an agreement, as well as automatically in cases of a pending objection under Article 25 hereof, any other plea or recourse before any body, court, authority or service, trial or arbitration. The Company shall under no circumstances be bound by confidentiality before the authorities of the Hellenic Republic and the European Union.

CHAPTER IX

AWARD OF CONTRACTS CONCERNING THE RENEWAL OF THE PREMISES AND FACILITIES OF THESSALONIKI INTERNATIONAL FAIR

ARTICLE 38A: AWARD OF CONTRACTS TO SPECIALISED CONSULTANTS

1. By way of derogation from the other provisions of this Regulation, it shall be permitted, in accordance with the second sentence of Article 8(1) hereof, to directly award contracts for the preparation of designs and/or contracts for the provision of consultancy services of any specialisation (e.g., technical, legal, financial consultant and organisation consultant) to domestic or foreign natural or legal persons and groups of persons in relation to special financial, technical and other matters that concern, in particular, the implementation, planning, preparation, design, design control, administration and supervision of the Project for the Renewal of the Premises and Facilities of Thessaloniki International Fair of TIF-HELEXPO, for a fee of no more than 250,000 euros, net of VAT. The above threshold shall not apply to contracts of the preceding subparagraph, insofar as they provide for a success fee.

2. By way of derogation from the other provisions of this Regulation, it shall be permitted, in accordance with second sentence of Article 8(1) hereof to directly award contracts for architectural designs for the Project for the Renewal of the Premises and Facilities of Thessaloniki International Fair of TIF-HELEXPO prepared by natural and/or legal persons selected following an Architectural Competition. .

3. Consultancy duties shall be assigned by virtue of a contract setting out the services to be provided by the consultant, the terms and conditions for their provision, the term of the contract and all other details for its implementation.

CHAPTER X
FINAL PROVISIONS

ARTICLE 39: DISPUTE RESOLUTION

1. All legal relationships and disputes between the Company and the contractor arising from the preparation, performance and interpretation of contracts hereunder, as well as an action or omission by a Company body or counterparty in relation to a relevant contract shall be governed by Greek substantive and procedural law. The courts of Thessaloniki with jurisdiction *ratione materiae* shall have exclusive jurisdiction to resolve the above disputes, unless otherwise expressly specified or agreed upon in the contract documents or the contract concluded. The above disputes may be resolved through arbitration, where this is provided for in the contract documents and the relevant contract.

ARTICLE 40: REGULATION APPROVAL - AMENDMENT

1. This Regulation shall be approved by absolute majority of the directors of the Company and amended in the same manner, solely in writing. This Regulation was 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. Following each amendment and approval, the Regulation shall be automatically binding on third parties as of the date it is uploaded to the Company website.

ARTICLE 41: ENTRY INTO EFFECT

1. This Regulation shall enter into effect following the resolution adopted by the BoD approving it.
2. Supplies, services or designs for which a contract had already been concluded prior to the approval hereof may be governed by the provisions of this Regulation, as amended and in effect, on the basis of a relevant agreement concluded between the Company and the counterparty.