

1	CONTRACTING ENTITY		
1.1	Official name:	Athens International Airport S.A.	
1.2	Postal address:	Administration Building (17)/ Procurement Department 190 19 Spata Greece	
1.3	Contact point:	Mr. S. Lountzis	Telephone: +30 210 35 36 490 E-mail: <a href="mailto:Tenders@aia.gr">Tenders@aia.gr</a>
1.4	General internet address:	<a href="http://www.aia.gr/company-and-business/business/current-tenders/">http://www.aia.gr/company-and-business/business/current-tenders/</a>	
2	OBJECT OF THE CONTRACT		
2.1	Title:	Airside Asphalt Pavement Renewals & Airfield Ground Lighting (AGL) Transformation	
2.2	Type of contract(s):	Design and Build	
2.3	Description:	<p>Athens International Airport S.A. (hereinafter called "AIA") in compliance with the Airport Development Agreement as ratified by Law 2338/1995 (Government Gazette A'202/14.09.95), as amended and ratified by virtue of Laws 4594/2019 (Government Gazette A' 29/19.02.19) and 5080/2024 (Government Gazette A' 4/ 16.1.2024) is inviting companies or consortia/ joint ventures to tender for the Works in title at Athens International Airport "Eleftherios Venizelos".</p> <p>The project scope includes the following:</p> <ul style="list-style-type: none"><li>a. Resurface of 855,000m2 of existing asphalt pavements in depth varying from 50mm to 120mm subject to the development of the detailed design</li><li>b. Development of an asphalt mix job mix formula using all applicable standards described herein and required site testing to meet the specifications presented herein.</li><li>c. Provide a Runway and Runway Rapid Exit Surfacing material that meets the requirements for EASA in terms of surface and friction characteristics for a new Runway without impact to the current drainage condition of the Runways and Taxiways. A trapezoidal grooved runway surface is expected to be provided.</li><li>d. Replacement of all existing AGL lights with LED lights and replacement of all associated AGL infrastructure i.e. cables, remote switch units, transformers etc. The new LED AGL Lights shall be capable to operate under Advance Surface Movement Guidance System (A-SMGCS) level 4 (EUROCONTROL Specification for A-SMGCS Services – Ed. 2.0)</li><li>e. Develop the detailed design based on the provided outline design, as developed by AIA's Engineering Consultant, using all applicable standards described herein and all required site testing deemed necessary by the Contractor to meet the Aims and Objectives of the Scope.</li><li>f. The new AGL lights and associated infrastructure shall be compatible with the newly upgraded control and Monitoring</li></ul>	

		<p>Software.</p> <p>g. Make all necessary modifications of the newly installed AGL Control and Monitoring System to enable integration of the newly installed AGL Lights and infrastructure.</p> <p>h. Development of a construction phasing plan based on the outline construction phasing plan, Contractor's capabilities and stakeholder requirements, ensuring the works are undertaken in such a manner that impose the least disruption to airport operations.</p> <p>i. Undertake the relevant construction activities to meet the aims and objectives of the scope.</p> <p>j. Development of all required activities to deliver the scope of works.</p>
2.4	Information about options:	None
2.5	Duration of the contract:	<p>Estimated award: November 2025</p> <p>More details will be included in the Tender Documents which will be dispatched to the interested applicants.</p>
2.6	Renewals:	Not Applicable
<b>3</b>	<b>LEGAL, ECONOMIC AND FINANCING INFORMATION</b>	
3.1	Deposits and guarantees:	<p>Tenderers will be asked to submit, with their proposals, a Participation Bond, to be returned in accordance with the terms and conditions of the Tender Documents.</p> <p>The awarded contractor will be required to submit a Performance and Warranty Bond and/or a Parent Company Guarantee, upon signing of the Contract.</p> <p>Details and prerequisites are provided in the Tender Documents.</p>
3.2	Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:	As detailed in the Tender Documents.
3.3	Legal form to be taken by the group of economic operators to whom each contract is to be awarded:	<p>In case Tenderers form and participate in the Tender as a group of economic operators, they may be requested to either execute a binding consortium consolidation deed or to form a capital company, prior to contract award, with joint and several liability.</p> <p>More details are included in the Tender Documents.</p>
3.4	Other particular conditions:	None

<b>4</b>	<b>CONDITIONS FOR PARTICIPATION</b>	
4.1	Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:	As detailed in the Tender Documents.
4.2	Economic and financial ability:	<p>Tenderers will be asked to:</p> <ul style="list-style-type: none"> <li>a. Demonstrate a minimum annual turnover of €50mio, as proved by the last fiscal year's (2024) audited financial statements (i.e., balance sheet, income statement, cashflow statement), the notes of the financial statements and the chartered auditor's report.</li> <li>b. Prove their financial standing as derived from the submitted audited financial statements (i.e., balance sheet, income statement, cashflow statement) the notes of the financial statements and the chartered auditor's report, for each of the previous three (3) fiscal years i.e. 2022, 2023, 2024.</li> <li>c. Provide a bank reference in the form of letter issued by the tenderer's bank confirming contractor's adherence to their debt obligations and credit capacity already in place and available for this project for at least €65mio in total.</li> </ul> <p>More details are included in the Tender Documents.</p> <p>AIA reserves the right to request and receive, by lawfully operating specialized service providers, correct and up-to-date information about the credit and general financial situation of the respective tenderers, both at pre and post contractual phases, in its legitimate interest to ensure commercial loyalty, reliability and security of transactions. Tenderers are hereby informed that the processing of any personal data, is subject to the provisions of personal data protection legislation in force. Further information may be obtained under the link: <a href="https://www.aia.gr/company-and-business/business/privacy-notice-business-partners">https://www.aia.gr/company-and-business/business/privacy-notice-business-partners</a> , being an integral part of the present document.</p>
4.3	Technical ability to execute the project:	<p>The following should be cumulatively provided:</p> <ul style="list-style-type: none"> <li>a. Contractor's proven experience in pavement heavy maintenance or construction activities on Airport pavements and holistic replacement of the AGL System in an operational Airport. Minimum one (1) project with similar scope during the last ten (10) years with individual contract value of at least €30mio, evidenced by a client's written confirmation (attestation) on the associated cost and the timely and successful completion.</li> <li>b. Contractor's designer proven experience in the design of heavy maintenance on Airport pavements and holistic replacements of the AGL System in an operating Airport. The contractor's designer experience shall be demonstrated with a minimum of three (3) projects in the past ten (10) years, evidenced by the client's written confirmation (attestations) on the fulfillment of the detailed design requirements.</li> </ul>

4.4	Performance in the previous AIA's International Construction Project over the last three (3) Years: <i>(applicable only for tenderers that were previously awarded AIA's international construction projects as contractors).</i>	<p>The Tenderer, regardless of its form of participation, might be excluded from participating in the tender process in case the tenderer (including its parent company, subsidiary, affiliated or any entity on which it relies) has been found:</p> <ul style="list-style-type: none"> <li>• In default or in breach of prior obligations or terms of agreements previously signed with AIA, which resulted in the early termination of the agreement(s), caused damage to AIA or third parties, or led to the forfeiture of any letter of guarantee, or the enforcement of penalty clauses or any other similar sanctions.</li> <li>• Responsible for a delay in a previous project due to the tenderer's fault, evidenced by: <ol style="list-style-type: none"> <li>1. A Taking Over Certificate proving non-compliance with the contractual completion date or extended completion date (validly granted in cases of project scope variations), and/or</li> <li>2. Issuance of a "Special Notice," as provided for under the "Termination of the Agreement" Clause in the terms and conditions of the contract."</li> </ol> </li> <li>• In violation of grave professional misconduct, including but not limited to acts of omission, misrepresentation, or breach of business practices that should be carried out in good faith, or any violation constituting professional misconduct contrary to, among others, labor, social, or environmental laws (this obligation applies to both the entity and any individual within the entity charged with the management or representation of the tenderer).</li> </ul>
4.5	Quality / Health & Safety / Environmental Certifications	<p>The tenderers must submit the following:</p> <ol style="list-style-type: none"> <li>a. Quality Management certificate ISO 9001:2015.</li> <li>b. Health and Safety (H&amp;S) certificate OHSAS 18001:2007 or ISO 45001:2018 or relevant H&amp;S manual.</li> <li>c. Environmental Management System (EMS) Certification as per 14001:2015 and/or verification as per EMAS 1221/2009.</li> <li>d. Testing and Calibration of laboratories certification with ISO EN 17025 and/or certification from KEΔE in accordance with ΦΕΚ 1435B'/24-04-19.</li> </ol>
4.6	Information for evaluating if the requirements are met:	<p>Tenderers will be assessed and pre-selected on the basis of equal opportunities. Their economic and financial ability under 4.2, their technical ability to execute the project under 4.3, their performance in the previous AIA's International Construction Project over the last three (3) Years under 4.4 and their certifications under 4.5 will be assessed on a go/ no-go basis.</p> <p>More details are included in the Tender Documents</p>
4.7	Execution of the works is reserved to a particular profession:	Not Applicable
4.8	Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the works:	Yes

5	PROCEDURE		
5.1	Type of procedure:	Open	
5.2	Technical Evaluation criteria (weighting factor 40%):	The Technical Evaluation shall be based on the following Criteria. Reaching the 70% threshold is prerequisite for qualifying for the Financial evaluation	
		Technical Award Criteria	
		<b>B.1 PROJECT METHODOLOGY</b> Submission of a comprehensive project methodology demonstrating seamless integration of all project's elements, by introducing the tender's approach to the detailed design and the project construction execution and supported by the time schedule and construction phasing (B.2). The project methodology shall include: a. Project execution plan b. Design management plan c. Construction methodology d. Procurement plan and vendors e. QSHE Plan and documentation f. Project Specific Testing and Commissioning Plan for all project elements g. Job Mix Formula Development Plan and Methodology and associated examples h. Plan for the development of all required documentation for the submission to HCAA.	20%
		<b>B.2. TIME SCHEDULE AND CONSTRUCTION PHASING</b> Submission of a comprehensive time schedule and construction phasing plan that comprises:  a. A time schedule, detailing every single work category of the project scope, to demonstrate the execution of the works in accordance with the project methodology (B.1), including milestones, critical path and resource deployment schedule. b. A detailed construction phasing plan covering all major construction activities. The plan should carefully consider the scope requirements and project duration, explicitly outlining the construction methodology, locations, dependencies of the activities, and any critical paths necessary to achieve and/or improve the interim milestones.	15%
		<b>B.3. PROJECT TEAM</b>  Submission of a comprehensive project organizational chart and organogram representing all disciplines involved and indicating the following:	5%

		<p>a. The CVs of the engaged in-house and outsourced key-personnel depicting their qualifications, certifications and experience as detailed in the scope of works.</p> <p>b. A binding list of the assigned key subcontractors and subconsultants with critical role in the timely completion of the project (e.g. AGL, pavement laboratory, asphalt batching plant etc.) along with their technical capability in terms of their experience, machinery and equipment. The tenderer must provide duly signed bilateral agreements with each of the key subcontractors and subconsultants, and submit them as part of their proposal, for the purpose of this project</p>		
5.3	Financial Evaluation criteria <b>(weighting factor 60%):</b>	The Financial Evaluation shall be based on the following Criteria.		
		<b>Financial Award Criteria</b>		
		The financial evaluation of the technically accepted proposals will be based on the total lowest cost (present value) of the project.		<b>60%</b>
5.4	Information about electronic auction:	Not Applicable		
5.5	Time limit for requesting Tender Documents	Not Applicable		
5.6	Time limit for receipt of tender proposals:	<b>29/08/2025</b>	<b>16:00</b>	
5.7	Language(s) in which tenders or requests to participate may be drawn up:	<p>a) All documents submitted in this Tender are to be in the English language.</p> <p>b) In case for applicants which their corporations are established or operating in Greece, copies of certificates and documents issued by judicial, administrative or competent authorities in Greece together with the Board of Directors decisions and audited financial statements may be submitted only in the Greek language.</p> <p>c) In case Tenderers are not established in Greece, copies of certificates and documents issued by competent, administrative or judicial authorities, in accordance with the laws of the applicants' country, shall be submitted together with an official translation in the English language.</p> <p>d) In case some of the certificates and documents that are required under any clause of the Tender Documents it is demonstrated that they cannot be issued by the competent, judicial or administrative authorities in the country of origin of the Tenderers, then the Tenderers shall submit a relevant solemn declaration by their legal representative, with an official translation in the English language attached.</p>		
5.8	Minimum time frame for tenderer's offer validity:	6 months		
<b>6</b>	<b>COMPLEMENTARY INFORMATION</b>			
6.1	This is a recurrent procurement:	No		

6.2	<div>Additional information:</div> <div>All parties interested in receiving the relevant Tender Documents are invited to participate in the following process: Applicants are requested to submit a written application accompanied with the attached "Confidentiality Undertaking" filled and signed by email to <a href="mailto:Tenders@aia.gr">Tenders@aia.gr</a>. The written application should bear the project title "<b>Airside Asphalt Pavement Renewals &amp; Airfield Ground Lighting (AGL) Transformation</b>" and the indication 'Application'</div> <div>In this application the following table must be provided filled-out:</div> <table><tr><th colspan="2">DETAILS OF APPLICANT AND CONTACT PERSON</th></tr><tr><td>Tender title</td><td></td></tr><tr><td>Company or consortium/joint venture name</td><td></td></tr><tr><td>Company Address</td><td></td></tr><tr><td>Title (Mr/Ms)</td><td></td></tr><tr><td>Contact person Name</td><td></td></tr><tr><td>Contact person Surname</td><td></td></tr><tr><td>Corporate title</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Mobile</td><td></td></tr><tr><td>Email</td><td></td></tr><tr><td>User that is going to be granted access to the VDR (Name)</td><td></td></tr><tr><td>User that is going to be granted access to the VDR (Company)</td><td></td></tr><tr><td>User that is going to be granted access to the VDR (Email address)</td><td></td></tr></table> <div>Following the submission of their written application, applicants will receive the access details to the Tender Documents by email in order for them to download the Tender Documents and prepare and submit their Proposals within the time schedule stated under Section 5.6 of this Contract Notice.</div> <div>All requested documents must be submitted electronically to a Virtual Data Room (VDR) System.</div> <div>Following the submission of their written application and in order to be able to participate in the Tender, the Tenderers needs to designate a user that is going to be granted access to the VDR.</div> <div>The details that are needed in order to create the credentials for entering the Virtual Data Room are the following and should be submitted at <a href="mailto:AxiotidouM@aia.gr">AxiotidouM@aia.gr</a> and copying <a href="mailto:DimitriouG@aia.gr">DimitriouG@aia.gr</a>:</div> <div><ul style="list-style-type: none"><li>• Name:</li><li>• Company:</li><li>• Email Address:</li></ul></div> <div>Upon submitting these details, Tenderer will be sent an email from <a href="mailto:service@datasite.com">service@datasite.com</a>, which is the provider of the VDR platform "Datasite".</div> <div>The mail is your invitation to the VDR and it will contain detailed information on how to create your account if you are a new user or to sign in if you already have an account. In case you don't receive any of the above in your</div>	DETAILS OF APPLICANT AND CONTACT PERSON		Tender title		Company or consortium/joint venture name		Company Address		Title (Mr/Ms)		Contact person Name		Contact person Surname		Corporate title		Phone		Mobile		Email		User that is going to be granted access to the VDR (Name)		User that is going to be granted access to the VDR (Company)		User that is going to be granted access to the VDR (Email address)	
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		<p>inbox, please be sure to check your Junk Mail folder and if not, communicate immediately with AIA at Axiotidoum@aia.gr and copying Dimitrioug@aia.gr.</p> <p>Once Tenderers complete the sign-up process, they can log in to <a href="https://login.global.datasite.com/login/">https://login.global.datasite.com/login/</a> and enter the VDR. They can access the VDR by any web browser although Google Chrome is recommended for performance issues. No installation is needed.</p> <p>When entering the VDR, Tenderer will be able to see and <u>download the folder with the Tender Documents</u>.</p> <p>Also, you will be able to see a folder structure, similar to the one used in Windows with your company's name. Inside the folder you will find subfolders according to the indications as follows:</p> <ul style="list-style-type: none"> <li>• One Folder named Prerequisites,</li> <li>• One folder named Technical Proposal</li> <li>• One folder named Financial Proposal.</li> </ul> <p>This is where you are requested to submit the proposal files, each on the respective folder. Please take care with your Proposal as incorrect submissions in any folder (e.g. Financial Proposal details in the Technical Proposal folder) may invalidate your proposal.</p> <p>The process of uploading the documents is by Drag &amp; Drop. You are dragging the file from your computer to the folder on the VDR. You will be able to confirm that the files are uploaded successfully by seeing them inside the folders in the VDR.</p> <p>It is strongly advised to proceed to your login process to the Datasite much earlier than the deadline of submission.</p> <p>The Tenderer may be requested to supply additional information.</p> <p>For requirements relating to the economic and financial capacity and/or the technical and/or the professional abilities of the applicant, the latter may where appropriate rely on the capacity of other entities in accordance with the details set in the Tender Documents.</p> <p>More details are provided in the Tender Documents</p> <p>The Contract will be subject to Greek law.</p>
6.3	Procedures for appeal:	<p>Each Tenderer will have the right to file an objection on AIA's award decision. Such objection shall be submitted in writing within ten (10) days from receiving the official announcement of the Tender result, addressed to the person named in section 1 above, specifying the legal and factual grounds that justify their objection. The submitted objection will be examined by AIA's Objections Committee according to the provisions of the Tender Documents.</p>
6.4	Escalation of Disputes:	<p>Any disputes arising out of or in connection with this tender process will be resolved in an amicable manner between the parties' executives. In the event that a dispute remains unresolved within fifteen (15) days from the day the dispute has been notified in writing and despite good faith efforts of the parties, the parties are obliged to submit the dispute to mediation. The mediation shall be conducted in English, unless the parties agree mutually otherwise in writing. The Mediation shall be conducted by and in accordance with the Greek Law including Law 4640/2019 as well as the</p>



		<p>Mediation Rules of the International Chamber of Commerce ("ICC") ("ICC Mediation Rules") with seat in Athens, Greece. The Mediator shall be agreed by the parties and if the parties cannot agree on a Mediator, he/she shall be appointed according to the ICC Mediation Rules. If the parties reach an agreement on the resolution of the dispute or if such a resolution is not possible, Mediation Minutes of Meeting shall be set out in writing in accordance with the provisions of the aforementioned law. The fees and expenses of the Mediator shall be borne equally by the Parties.</p> <p>If any dispute or controversy or claim or any part thereof is not resolved within thirty (30) <u>Days</u> of commencement of the mediation process, the dispute, controversy or claim or its unresolved part shall be finally resolved by arbitration under the arbitration rules of the ICC ("<b>ICC Rules</b>") with three (3) arbitrators appointed pursuant to the rules thereof. The place of arbitration shall be Athens, Greece. The arbitration shall be conducted in English and the law applicable to the resolution of the dispute shall be Greek Law <u>and particularly</u> Law 5016/2023 as amended and in force.</p>
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## CONFIDENTIALITY UNDERTAKING

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

1. All documents to be provided by AIA in connection with the Tender for the **"Airside Asphalt Pavement Renewals & Airfield Ground Lighting (AGL) Transformation"**, including, without limitation, corporate policies, plans, drawings, financial documents, strategies, technical advice or knowledge, contractual agreements or any other information exchanged during the course of the Tender, or other materials, called hereinafter the **"Confidential Information"** as same have been provided to the Applicant, by AIA for the purposes of the said Tender, as same may be property of AIA and/or fall under the provisions of Law shall be treated by the Applicant with utmost confidentiality, with the Applicant being obliged to treat the Confidential Information with the maximum care as it maintains its own proprietary, and shall not disclosed them to any subsidiary or affiliated company thereof, or any third party except with the express prior written authorization of AIA. In such case, the Applicant shall ensure that its employees, agents, subcontractors etc. who have access to such information are bound by similar confidentiality obligations. The Applicant shall be responsible for compensating AIA in case the Applicant or any of the aforementioned persons (its employees, agents, subcontractors, etc) disclose the Confidential Information to parties not included in this clause without AIA's written approval
2. In the event that the Applicant is required or requested solely by any court, legislative or administrative body or by any competent legal authority having appropriate jurisdiction to disclose any Confidential Information, then the Applicant will use reasonable efforts to give to AIA immediate notice and will not take any action to interfere with any efforts by AIA to pursue legal remedies preventing or limiting disclosure. The Applicant shall not be required to delay disclosure while AIA objects if such delay would subject the Applicant to sanctions. The Applicant shall immediately inform AIA in case of any unauthorized use, leakage or disclosure of the Confidential Information.
3. All such Confidential Information shall be promptly destroyed or returned to AIA, as instructed upon conclusion of the Tender and no copies, whether in written, digital, or electronic form, will be retained by the Applicant and/or any subsidiary or affiliated company thereof for direct communication or marketing purposes.
4. I also acknowledge that any breach of undertaken commitment will lead to the implementation of appropriate actions by AIA, which could include exclusion from a future Tender process related to the subject matter or other corrective measures, depending on the severity and circumstances of the breach.

5. I further unreservedly and irrevocably acknowledge and accept that AIA, is entitled to seek restitution of all damages incurred by it on the basis of any breach of the above confidentiality statement by the Applicant, within five (5) years after the completion of the tender process and the award of the contract.
6. Any disputes arising out of or in connection with this undertaking will be resolved in an amicable manner between the parties' executives. In the event that a Dispute remains unresolved within fifteen (15) days from the day the Dispute has been notified in writing and despite good faith efforts of the Parties, the Contracting Parties are obliged to submit the Dispute to Mediation. The Mediation shall be conducted in English, unless the Contracting Parties agree mutually otherwise in writing.

The Mediation shall be conducted by and in accordance with the Greek Law including Law 4640/2019 as well as the Mediation Rules International Chamber of Commerce ("ICC") ("ICC Mediation Rules") with seat in - Athens Greece. The Mediator shall be agreed by the Parties and if the Parties cannot agree on a Mediator, he/she shall be appointed according to the ICC Mediation Rules. If the Parties reach an agreement on the resolution of the Dispute or if such a resolution is not possible, Mediation Minutes of Meeting shall be set out in writing in accordance with the provisions of the aforementioned Law. The fees and expenses of the Mediator shall be borne equally by the Parties.

If any Dispute or controversy or claim or any part thereof is not resolved within thirty (30) Days of commencement of the mediation process, the Dispute, controversy or claim or its unresolved part shall be finally resolved by arbitration under the arbitration rules of the ICC ("**ICC Rules**") with three (3) arbitrators appointed pursuant to the rules thereof. The place of arbitration shall be Athens, Greece. The arbitration shall be conducted in English and the law applicable to the resolution of the Dispute shall be Greek Law and particularly Law 5016/2023 as amended and in force.

Signed: .....

Name: .....

Title: .....

Company: .....

Address: .....

Date: .....

Official stamp: