

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: Tenders@aia.gr
1.4	General internet address:	http://www.aia.gr/company-and-business/business/current-tenders/	
2	OBJECT OF THE CONTRACT		
2.1	Title:	Early Contractor's Involvement (ECI) Services for the Design and Build Works for the 40 MAP Expansion of the Main Terminal Building and the Satellite Terminal Building	
2.2	Type of contract(s):	Phase 1 – Service Phase 2 – 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 Services in title at Athens International Airport "Eleftherios Venizelos".</p> <p>The 40MAP design development foresees the expansion of the Main Terminal Building to create a 'claw' like configuration to the North to provide additional contact gate positions, processing and retail facilities, as well as internal reconfiguration on both terminal buildings, to meet the projected demand. The BHS and the reclaim will also be expanded to accommodate the estimated traffic increase.</p> <p>In summary, this phase will comprise the following elements:</p> <ul style="list-style-type: none">• Expansion of MTB (approximately 150,000m2) to provide additional passenger processing facilities, boarding lounges, new contact aircraft stands, and extra retail amenities. Part of the 40MAP works at the north Pier needs to be reconfigured to allow for a larger BHS to be developed. The North expansion of the MTB includes a new "claw shaped" pier to the North in an area currently used as apron providing contact stands and bus gates.• The re-configuration of the MTB consolidated security area and the STB reconfiguration to process Extra-Schengen passenger/flight only. <p>AIA is issuing this two phased Tender for the purpose of soliciting Proposals from qualified single entities, or groups of economic operators, for the contract regarding the Early Contractor's Involvement (ECI) Services for the Design and Build Works for the 40 MAP Expansion of the Main Terminal Building and the Satellite Terminal Building at the Athens International Airport (the "ECI Contract").</p> <p>In Phase 1, AIA intends to award the ECI Contract to one (1) or more (but no more the three (3)) successful entities or consortia thus completing the tender process pertinent to the ECI Services. The signature of ECI Contract signifies the completion of Phase 1 and the initiation of Phase 2.</p> <p>In Phase 2, AIA intends to cooperate with the ECI Contractors in order to award to one of the ECI Contractors, the contract for the Design and Build Works for the 40 MAP Expansion of the Main Terminal Building and the Satellite Terminal Building at the Athens International Airport (the "Design and Build Contract"). AIA will engage the ECI Contractors with</p>	

		<p>the intention to work together to create the right environment for the development of the Project. This involves the delivery of ECI services under the ECI Contract, the final step of which is to agree the contents of the ECI Contractor's Statement which would enable AIA to enter into the Design and Build Contract with one of the ECI Contractor.</p> <p>The Design and Build Contract, will require alongside the Construction Works the Design and Build Contractor to undertake the Detailed Design, the temporary works design and the preparation of shop drawings, all of which the Design and Build Contractor will be responsible for.</p> <p>Should the Design and Build Contract be successfully executed, design liability will be transferred to the Design and Build Contractor who shall, from that point on, develop the Detailed Design and perform the Construction Works.</p> <p>All participants of the Phase 2 will receive Flat Fee of 500.000€ provided they submit a bona fide submission and tender.</p> <p>The success of the ECI Contract can only be achieved through the leadership and management of an efficient process and the close collaboration of the main participants.</p>
2.4	Information about options:	None
2.5	Duration of the contract:	<p>Estimated award of the ECI Service Contract: July 2025</p> <p>Estimated award of the Design and Build Contract: January 2026</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
3	LEGAL, ECONOMIC AND FINANCING INFORMATION	
3.1	Deposits and guarantees:	<p>Tenderers will be asked to submit, with their proposals, a Participation Bond for the Phase 1, to be returned in accordance with the terms and conditions of the Tender Documents.</p> <p>The awarded contractor(s) of Phase 1 will be required to submit a Performance Bond or a Parent Company Guarantee, upon signing of the ECI Contract.</p> <p>The awarded contractor of Phase 2 will be required to submit a Performance Bond, upon signing of the Design and Build 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
4	CONDITIONS FOR PARTICIPATION	

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 prove:</p> <ol style="list-style-type: none"> Tenderers' financial ability of €500 mio as proved by the last fiscal year's (2023) audited Financial Statements, i.e., Balance Sheet, Income Statement, Cashflow Statement, the notes of the financial statements and the chartered auditor's report. Tenderers' 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., 2021, 2022, 2023. Tenderer should submit a letter by a financial institution (Bank Reference) confirming the Tenderer's adherence to their debt obligations and credit capacity already in place and available for this project for at least €200 mio in total. <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 generally 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: https://www.aia.gr/company-and-business/business/privacy-notice-business-partners , being an integral part of the present document.</p>
4.3	Insurance capacity	<p>Tenderer should provide a statement from their Insurer(s) and/or Broker(s) confirming that, in the event the Tenderer(s) is successful in this tender phase (ECI), the Insurer(s) is willing and capable to provide ECI Contractor with the required insurance covers prior to the award of Contract as regards to the following lines of Insurances:</p> <ul style="list-style-type: none"> Contractors All Risk Insurance (CAR) Third Party Liability Insurance (Including Airside Liability) Employer's Liability Insurance Professional Indemnity Insurance <p><u>Note:</u> Tenderer should note that, further and/or supplementary to the above, full details of the minimum insurances requirements that will be requested will be specified in the documents of Design and Build tender.</p>
4.4	Technical capacity:	<p>The Tenderer must have experience in executing:</p> <ol style="list-style-type: none"> Brownfield aviation projects in at least one (1) single - site international terminal expansion and reconstruction, with individual contract value of at least €500 million within the last fifteen (15) years, conducted in operational environment. In case the Tenderer was a member of a group of economic operators (JV /consortium) participating to a specific project(s) then proof of having at least 30% participation share on the said project(s), should be demonstrated.

		<p>b. Minimum one (1) construction project in Greece during the last five (5) years with individual contract value of at least €200 mio.</p> <p>In order for the aforementioned experience to be evidenced, the Tenderer shall provide a client's attestation letter containing the following minimum information, for each of the projects complying with the above criteria:</p> <ul style="list-style-type: none"> • Name, contact persons, titles, phone numbers and email addresses • The timely and successfully Contracted Party (Contractor/subcontractor and participation in group of economic operators (JV) shares, if applicable) • Description of the project and description of the key role undertaken • Final construction value • Contract start and completion dates • Location • Client's details (client's performance of the project). <p>In case the Tenderer participates in this Tender as a group of economic operators (JV/consortium), the group of economic operators must satisfy the above a. and b. criteria. The member(s) of the group of economic operators that fulfills the a. and/or b. above criteria must have a minimum participation in the group of economic operators of at least 30%.</p>
4.5	Quality / Health & Safety / Environmental Certifications	<p>a. Quality Management certificate (9001:2015).</p> <p>b. Health and Safety (H&S) certificate OHSAS 18001:2007 or ISO 45001:2018 or relevant H&S manual.</p> <p>c. Environmental Management System (EMS) Certification as per 14001:2015 and/or verification as per EMAS 1221/2009.</p> <p>d. Building Information Modelling (BIM) certificate ISO 19650 or equivalent or a written declaration that the ECI Contractor will adopt the principles of ISO 19650</p>
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 insurance ability under 4.3, their technical ability 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 for Phase 1 :	<p>The Technical Evaluation of phase 1 shall be based on the following Criteria. Reaching the 70% threshold is prerequisite for qualifying to the Phase 2.</p> <p>Amongst the Successful Tenderers ECI Contractors that pass the aforementioned threshold, up to three (3) ECI Contractors attaining the highest combined scores from B1, B2, B3 and B4, will proceed to the Phase</p>

		2 of the tender . The scores attained at Phase 1 will not be accounted for the Phase 2.	
		Technical Award Criteria	
		B.1 PROJECT TEAM Submission of the project team structure, taking into consideration the below requirements:	40%
		B.1.1 Tenderer's key personnel (Project Director/ Manager & Construction Manager) must have experience in delivering brownfield aviation programs.	12%
		B.1.2 TendererKey personnel (Project Director/ Manager, Construction Manager, H&S Manager, Logistics Manager) must have proven experience in managing single - site International terminal expansion and renovation projects, conducted in operational environments, during construction activities. The submitted CV's should not exceed a three-page summary. The Tenderer will provide a statement ensuring that the said key personnel, will hold their positions during the project's implementation, should the Tenderer become the preferred bidder, unless there is a prior agreement with the Employer for replacement with personnel of the same calibre.	16%
		B.1.3 Tenderer Key personnel (Design Manager, Construction Manager) must have proven experience in design and/or construction of modular structures. The submitted CV should not exceed a three-page summary. The Tenderer will provide a statement ensuring that the said key personnel, will hold their positions during the project's implementation, should the Tenderer become the preferred bidder, unless there is a prior agreement with the Employer for replacement with personnel of the same calibre.	8%
		B.1.4 Tenderer shall submit a concise project organization chart, representing all involved disciplines and providing the following: <ul style="list-style-type: none"> a. The CV's (one-page CV summary) of the engaged and committed in-house and outsourced non-key personnel depicting, their qualifications, certifications, and airport experience (considered very essential for the leading members of the team). b. List of the assigned key subcontractors/sub consultants with critical role for the timely completion of ECI Services, along with their technical capability in terms of their experience. 	4%

B.2. PROJECT EXECUTION PLAN & CONSTRUCTION PHASING	25%
<p>B.2.1 Project Execution Plan (PEP)</p> <p>The Tenderer must submit a comprehensive Project Execution Plan (PEP) outlining its approach to delivering the ECI Services, developing the Detailed Design, executing the construction works, and ensuring the project's timely and efficient completion. The PEP must align with the Time for Completion, Contract Milestones, and Employer's Requirements as set forth in the Design and Build Contract.</p>	7%
B.2.2 Construction Phasing	18%
<p>a. Submission of a comprehensive timeline encompassing the entire project life cycle, from ECI Services to Project completion and handover. The timeline should distinctly outline all major work categories and highlight the project's critical milestones.</p> <p>b. Submission of 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 the interim milestones.</p>	<p>(9%)</p> <p>(9%)</p>
B.3. COST ESTIMATION & VALUE ENGINEERING	25%
B.3.1 Cost Estimate (non-binding)	18%
<p>a. Submission of a cost estimate in alignment with the Cost Price Analysis provided in the RFP.</p> <p>b. Submission of a detailed cost estimate methodology, including a comprehensive justification for the unit rates applied.</p>	<p>(9%)</p> <p>(9%)</p>
B.3.2 Value Engineering (non-binding)	7%
<p>a. Submission of a comprehensive value engineering list along with estimated cost savings, including reliable and practical proposals tailored to optimize project outcomes</p> <p>b. Value engineering (VE) proposals must align with the basis of design and comply with all project requirements to ensure feasibility and maintain project integrity</p>	<p>(5%)</p> <p>(2%)</p>

		B.4. CONSTRUCTABILITY ASSESMENT	10%
		<p>Tenderer must submit of a comprehensive constructability assessment that covers the following:</p> <ol style="list-style-type: none"> 1. Design Simplicity 2. Material Availability 3. Construction Methods 4. Site Conditions 5. Safety 6. Cost Efficiency 7. Timeline Feasibility 8. Workforce Skills 9. Risk Management 10. Sustainability 	
5.3	Technical Evaluation criteria for Phase 2 (weighting factor 40%) :	<p>The Technical Evaluation of phase 2 shall be based on the following Criteria.</p> <p>Reaching the 70% threshold, per Criterion A1, A2, A3 is prerequisite for qualifying to the financial evaluation</p>	
		A1. PROJECT EXECUTION PLAN & CONSTRUCTION PHASING	16%
		<p>A 1.1 Project Execution Plan (PEP)</p> <p>The Tenderer must submit a comprehensive Project Execution Plan (PEP) detailing its approach to executing technical design services and construction works, ensuring the timely and efficient delivery of the project based on the Outline Designs, in compliance with the Time for Completion and the Milestones outlined in the Design and Build Contract. and in accordance with the Employer's Requirements.</p>	
		<p>A 1.2 Construction Phasing</p> <p>A 1.2.1 The Tenderer must submit a comprehensive timeline encompassing the entire project life cycle, from ECI services to project completion and handover. The timeline should distinctly outline all major work categories and highlight the project's critical milestones.</p> <p>A 1.2.2 The Tenderer must submit 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 the interim milestones</p>	
		<p>A 1.3 Project Plans</p> <p>The Tenderer must submit the following project plans:</p> <p>Risk Management plan, Stakeholders Management plan, Communications Protocol plan, Client Reporting system, Construction Management plan, Design Management plan, Engineering Management plan, BIM Management plan, Sustainability Management plan, Procurement Management</p>	

		plan (also demonstrating the understanding of long lead and high value procurement elements, critical materials, equipment and human resources), Logistics Management plan, Quality Management Plan, including QA and QC elements, Project close-out, Testing and Commissioning, Handover procedure, Project Planning and Control Systems, Schedule of Procurement of key Sub-Consultants (including designers as needed), List of Subcontractors and Specialists, Schedule Control / progress monitoring and reporting, Cost Control, Reporting and Change Management plan, Document Control plan including submittal management plan, Interfaces: Identification and proposed management approach of interfaces with other Projects within the Airport.	
		<p>A 1.4 Logistics, Health - Safety & Environment (HSE)</p> <p>The Tenderer must demonstrate a comprehensive understanding of the program's complexity and challenges, supported by the development of clear and effective plans & processes for logistics and traffic management, and HSE, ensuring the execution of construction works with zero incidents.</p>	
		A 2. VALUE ENGINEERING (binding)	8%
		<p>A 2.1 Submission of a comprehensive value engineering list, including reliable and practical proposals tailored to optimize project outcomes</p> <p>A 2.2 Value engineering (VE) proposals must align with the basis of design and comply with all project requirements to ensure feasibility and maintain project integrity</p> <p>A 2.3 Substantiation of the proposed value engineering (VE) proposals, including detailed evidence and rationale to support their feasibility, reliability, and alignment with project requirements.</p>	
		A 3. TIME SCHEDULE	16%
		<p>A 3.1 Submission of a comprehensive and detailed time schedule in accordance with the RFP requirements. The schedule must cover the entire scope, ensuring realistic and sufficient durations and logic sequence for all activities, along with well-justified dependencies.</p> <p>A 3.2 The critical path of the project is clearly depicted, demonstrating adherence with the access dates and ensuring compliance with the Time for Completion and the Milestones outlined in the Design and Build Contract. and in accordance with the Employer's Requirements.</p> <p>A 3.3 Provides a logical, realistic, and achievable resource deployment plan, ensuring efficient allocation and</p>	

		utilization of resources to meet project objectives and timelines. A 3.4 Provides recovery scenarios, along with specific acceleration and mitigation actions, to be implemented throughout the project life cycle, ensuring timely delivery and adherence to project milestones	
5.4	Financial Evaluation criteria For Phase 2 (weighting factor 60%) :	The Financial Evaluation shall be based on the following Criteria.	
		Financial Award Criteria	
		Suggested financial evaluation of the technically accepted proposals will be based on the final and detailed binding cost estimation proposal of the project, which will be accompanied with the associated cost estimation methodology including a comprehensive justification for the unit rates applied, ensuring accuracy, transparency, and adherence to the requirements set forth in the RFP.	60%
5.5	Information about electronic auction:	Not Applicable	
5.6	Time limit for requesting Tender Documents	Not Applicable	
5.7	Time limit for receipt of tender proposals of Phase 1:	30/05/2025	16:00
5.8	Language(s) in which tenders or requests to participate may be drawn up:	a) All documents submitted in this Tender are to be in the English language; b) In case for applicants which their corporations are established or operating in Greece, copies of certificates and documents issued by judicial, administrative or competent authorities in Greece together with the Board of Directors decisions and audited financial statements may be submitted only in the Greek language; c) In case 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. 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.	
5.9	Minimum time frame for tenderer's offer validity:	6 months after the conclusion of Phase 2	
6	COMPLEMENTARY INFORMATION		
6.1	This is a recurrent procurement:	No	
6.2	Additional information:	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 Tenders@aia.gr . The written application should bear the project title "	

Early Contractor's Involvement (ECI) Services for the Design and Build Works for the 40 MAP Expansion of the Main Terminal Building and the Satellite Terminal Building " and the indication 'Application'

In this application the following table must be provided filled-out:

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)	

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 5.7 of this Contract Notice.

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

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.

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

- Name:
- Company:
- Email Address:

Upon submitting these details, Tenderer will be sent an email from service@datasite.com, which is the provider of the VDR platform "Datasite".

The mail is your invitation to the VDR and it will contain detailed information on how to create your account if you are new user or to sign in if you already have an account. In case you don't receive any of the above in your 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>Once Tenderer s complete the sign-up process, they can log in to https://login.global.datasite.com/login/ 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 download the folder with the Tender documents.</p> <p>It is strongly advised to proceed to your login process to the Datasite much earlier than the deadline of submission.</p> <p>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>
6.3	Procedures for appeal:	<p>Tenderer , 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 RFP.</p>
6.4	Escalation of Disputes:	<p>A. Body responsible for mediation procedures: Athens Mediation and Arbitration Organization («EODID») Nomiki Vivliothiki, Mavromixali street 23 106 71 Athens Greece Telephone: +30 210 3678910 E-mail: info@eodid.org Internet address: http://www.eodid.org</p> <p>B. <u>Exclusive jurisdiction of Athens Courts</u></p>

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 **"Early Contractor's Involvement (ECI) Services for the Design and Build Works for the 40 MAP Expansion of the Main Terminal Building and the Satellite Terminal Building"**, 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 be disclosed 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 etc who have access to such information are bound by similar confidentiality obligations.
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 acknowledge that the breach of our said commitment will constitute an ipso jure exclusion from a future Tender process related to the subject matter.
5. I further unreservedly acknowledge and accept that AIA, is entitled to seek restitution of all damages incurred by it on the basis of any breach of the above confidentiality statement by the Applicant, at any time.

6. Any disputes arising out of or in connection with this undertaking will be resolved in an amicable manner. 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 Greek, 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 of the EODID Athens Mediation and Arbitration Organization («EODID») at its premises at Athens Greece (tel. +30 210 3678910), Nomiki Vivliothiki, Mavromixali street 23. The Mediator shall be agreed by the Parties and if the Parties cannot agree on a Mediator, he/she shall be appointed by the aforementioned EODID. 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. In case of a non resolution of the Dispute each of the Parties hereby has the right to submit the Dispute to the Courts of Athens for its resolution, which shall have exclusive jurisdiction to hear and settle any Dispute in accordance with the laws of the Hellenic Republic Athens.

Signed:

Name:

Title:

Company:

Address:

Date:

Official stamp: