

CONCESSIONAIRE: IRC ELLINIKOU S.A.

**CONCESSION AGREEMENT FOR THE GRANTING OF AN INTEGRATED RESORT CASINO
LICENSE (EKAZ) IN THE METROPOLITAN POLE OF HELLINIKON – AGIOS KOSMAS**

OPEN TENDER
FOR THE SELECTION OF INDEPENDENT ENGINEER

INVITATION TO TENDER

**For the selection of an Independent Engineer for the Project:
«CONCESSION AGREEMENT FOR THE GRANTING OF AN INTEGRATED
RESORT CASINO LICENSE (IRC) IN THE METROPOLITAN POLE OF
HELLINIKON – AGIOS KOSMAS»**

ATHENS, 08.03.2023

1. PREAMBLE

(A) By virtue of the as of 14.11.2014 Share Purchase Agreement and the as of 19.07.2016 Amendment Agreement, which were ratified by law N.4422/2016, there was agreed the transfer by the company «Hellenic Republic Asset Development Fund S.A.» to the company «HELLINIKON GLOBAL I S.A.» of 100% of the share capital of the company «HELLINIKON S.A.». The latter is a special purpose company, established in 2011 and has the purpose (object) of management and commercial exploitation of the land and the facilities of the Hellinikon Metropolitan Pole – Agios Kosmas, as described in law 4062/2012 (the «**Property**»). The Pole has a total area of 6,200 acres, including the seashore and the beach, and includes the former Hellinikon airport and the coastal Olympic zone of Agios Kosmas. According to the approved Integrated Development Plan (P.D. /28.02.2018 –GG Issue 35/A.A.Π./01.03.2018) («**IDP**»), land uses and building conditions and restrictions have been determined, by areas and zones of the Property, among which is the area of the former airport of Hellinikon, i.e. an area of a total area of about 5,250 acres, which will be developed with the creation of six urban planning areas and a development zone (A-A1), in accordance, inter alia, with No 93620/ΕΞ/2019 Decision of the Ministers of Finance, Environment and Energy, and of Culture and Sport with title « Approval of the spatial organization of the Development Zone A – A1 “Neighborhood of Tourism – Recreation and Business Park” of the Hellinikon Metropolitan Pole – Agios Kosmas and of the environmental standards thereof». In accordance with the IDP, there has been located in the Zone A-A1 a casino, among other uses, and further with No. among other uses, and further with No.ΔΕΕΟΘ 0007512 ΕΞ 2018/ΦΕΚ Β/2282.15.06.2018 Decision of the Ministers of Finance, Environment and Energy and Tourism « Determination of the position of establishment and operation of a casino business in the Zone A-A1», a position for the establishment and operation of a "casino" business has been established, a position for the establishment and operation of a "casino" business has been established, up to 15.000 m2, in the zone A-A1 “Neighborhood of Tourism – Recreation and Business Park” of the Hellinikon Metropolitan Pole – Agios Kosmas» in accordance with the aforementioned IDP.

(B) By virtue of No ΔΕΕΟΘ Γ 0002374 ΕΞ 2018/22.02.2018 (GG B' 614) decision of the Minister of Finances the Hellenic Gaming Commission ("HGC") acting on behalf of the Greek State and in particular the Ministry of Finance was authorized to conduct of a tender for the selection of a concessionaire of a new casino license within the Property in accordance with the provisions of article 361 of Law 4512/2018 (GG A, 5). In this context, the HGC conducted, on behalf of the Ministry of Finance, an International Open Public Tender for the Granting of a Casino Business License (IRC) for a wide range of activities at the Metropolitan Pole of Hellinikon – Agios Kosmas, in accordance with the provisions of articles 357 et seq. of Law 4512/2018 (the "**Project**").

The No 1/22.02.2019 Tender Notice of the Project (hereinafter the «**Tender Notice**») and the rest of the Tender Documents of the Project were approved with Decision no. 371/3/15.02.2019 of HGC, as amended by the No 420/1/28.08.2019 same decision (the full text of the Tender Notice has been registered with the Central Electronic Register of Public Contracts on 22.02.20219 (ΑΔΑΜ:19PROC004504907) while the above amendment issue on 30.08.2019 (ΑΔΑΜ:19PROC005498641), for the purpose of selecting a contractor for the above Project με σκοπό την επιλογή αναδόχου για το ως άνω Έργο, with the purpose of selecting a contractor for the above-mentioned Project, the sole awarding criterion being the lowest financial offer, based on the best price-quality ratio.

(C) The Tender was held on the 4th of October 2019 and as Temporary Contractor, in accordance with No.517/2/13.10.2020 Decision of HGC, emerged the Association of Persons under the name «INSPIRE ATHENS» consisting of the companies "M.G.E. Hellinikon B.V.", "Mohegan Gaming Advisors, LLC" and «GEK TERNA CONSTRUCTION REAL ESTATE HOLDING COMPANY S.A.». On 12.02.2021, HGC issued no.541/1/12/02/2021 decision to award the Concession Agreement to the aforementioned Association of Persons. On 22.10.2021 HGC issued no. 604/1/22.10.2021 decision of amendment of no 541/1/12/02/2021 decision to award the Concession Agreement to the Association of Persons with the name "ATHENS IRC" consisting of the companies «MGE HELLINIKON B.V.» – "MGGR, LLC" and – "GEK TERNA S.A." (the «**Association**»), after

modifications to the Association of Persons that have been made known to HGC.

(D) Following No 647/2021 Act of Section Z' of the Auditing Board, by which the required audit of the conduct of the Tender and the Concession Agreement was completed in accordance with the applicable legislation, the members of the aforementioned Association with the name "ATHENS IRC" have established on 06.04.2022 the concession company under the name " INTEGRATED RESORT COMPLEX ELLINIKOU SOCIETE ANONYME " with the distinctive title "IRC ELLINIKOU S.A.", (with previous company name "INTEGRATED RESORT CASINO HELLINIKON SOCIETE ANONYME" and distinctive title "IRC HELLINIKON S.A."), which has its registered offices in the Municipality of Athens, Mesogeion Avenue, no. 85, registered in the General Commercial Registry (GEMI) with number 163658901000, with T.I.N.: 801804548 of the Tax Office of Taxation of Societes Anonymes of Athens (Concessionaire), for the purpose of signing the Concession Agreement.

(E) On 08.06.2022 there has been signed the Concession Agreement between the Concessionaire and the Greek State (the "**Concession Agreement**") regarding the granting to IRC the Operation License of a Casino Business (IRC) of a wide range of activities in the Metropolitan Pole of Hellinikon – Agios Kosmas. Furthermore, on 16.06.2022, the Minister of Finance issued as provided in Law 4512/2018 the no. 84153EΞ022/16.06.2022 Ministerial Decision, by virtue of which the Concessionaire was granted a license to operate a Casino Business of a wide range of activities at the Metropolitan Pole of Hellinikon - Agios Kosmas.

(F) In accordance with article 8 of the Concession Agreement and article 5.4 of the Tender Notice, the Concessionaire is obliged to conduct an open tender for the selection of the legal entity which will undertake the monitoring of the progress and the certification of the completion of the projects of the First Phase of Development, in accordance with the IE Agreement and the relevant terms of the Concession Agreement and the Property Agreement (as defined below).

(G) In accordance with article 5 of the Concession Agreement, the commencement of Phase A' of Development (and the projects constituting the latter) is subject to specific conditions, including but not limited to (a) the signing of a contract for the determination of the terms of use of the Property where the

Project will be implemented (the "Property Agreement") between the Concessionaire and the company under the name "HELLINIKON COMPANY FOR THE MANAGEMENT AND EXPLOITATION OF HELLINIKON AIRPORT PROPERTIES S.A." and d.t. « HELLINIKON S.A.» (which holds the required rights in rem over the Property) and (b) the signing of the IE Agreement.

Now, hereby, a notice of an open tender is given in order for the selection of the Project's Independent Engineer ("Independent Engineer Tender"), and the terms and conditions of participation in that tender are defined.

2. DEFINITIONS

Unless otherwise defined herein, the definitions set forth herein have the meaning that is given in the Tender Notice, the Concession Agreement, and the Property Agreement including their Annexes (the "**Tender Documents**"). In the event of any discrepancy between the definitions included in the aforementioned Tender Documents, the Concession Agreement together with its Annexes shall prevail. Participation in the Independent Engineer Tender requires a thorough study of the Project's Tender Documents and their attachments, and IE Bidders hereby declare, through their participation in the IE Tender, that they have taken full cognizance and unreservedly accept all the terms of this IE Invitation, the Draft IE Agreement as well as the Tender Documents.

In addition, the following terms used herein have the following definitions:

"Property": the land plot within the Metropolitan Hub, as described in the Property Contract and reflected in the Special Distribution Chart annexed to the "Agreement for the Distribution - Establishment of a Right of Surface of a property of the Metropolitan Hub of Hellinikon - Agios Kosmas" [signed in Athens on 9.3.2021 between on the one hand the Greek State and on the other hand the Hellenic Republic Asset Development Fund S.A. and ratified by the first article of Law 4787/2021 (Government Gazette 44 / A / 26.3.2021)], in which the IRC Hellinikon is developed and operates in accordance with the License, the present and the Property Agreement, with the dimensions and the surface, and under the terms and restrictions of the said land plot, as reflected in the relevant JMD [Joint Ministerial Decisions].

"Independent Engineer or IE" is the legal entity that will be selected following a tendering procedure in accordance with 8 of the Concession Agreement and article Article 5.4 of the Invitation to Tender and this Invitation, in order to undertake the monitoring of progress and the certification of the completion of the projects of Development Phase A', in accordance with the Independent Engineer's Agreement and the relevant terms of the Project's Tender Documents.

"IE Contractor" means the Temporary IE Contractor who shall sign the IE Agreement, according to the provisions of 16.1 hereof.

"Acceptable Bank" means: Either (a) a bank or other financial institution legally operating in any Member State of the European Union (EU), which is directly supervised by the European Central Bank as an important supervised entity or a significant supervised group - within the meaning of cases (16) and (22) of Article 2 of Regulation (EC) No 468/2014 of the European Central Bank of 16 April 2014 (ECB/2014/17) and included in the list of significant supervised entities or groups issued pursuant to Article 49 para. 1 of the said Regulation, or (b) any bank or other financial institution that operates legally in any member state of the European Union (EU) or the European Economic Area (EEA) or the World Trade Organization (WTO) and has a creditworthiness assessment for long-term unsecured financing equal to BBB+ (or higher) by Standard & Poor's Corporation, or Baa1 (or higher) from Moody's Investors Services, Inc., or BBB+ (or higher) from Fitch Ratings.

"IE Bidder" means any individual or legal person or consortium or joint venture that has submitted a bid in the IE Tender.

"IE Tender" or **"Independent Engineer Tender"** means the tender announced hereby for the selection of the Project's Independent Engineer.

"IE Bidder's Participation Letter of Guarantee" means the bank letter of guarantee according to the terms of article 11, which each IE Bidder shall submit with their bid.

"Second IE Contractor (Second Lowest Bidder)" is the person who will be ranked second in order in the IE Tender, after the evaluation of the IE Bids and will be named such by the IE Tender Committee.

"Minimum Works" has the meaning attributed to it in the Concession Agreement.

“Control” means control under the conditions laid down in Article 32(1) 2 to 5 of Law 4308/2014. This definition will also apply to the terms "Control", "Controlled by" and "jointly exercise control with".

“IE Tender Committee” means the committee, which will be constituted by the Concessionaire to conduct the IE Tender and evaluate the IE Tenders, according to the terms set forth in this IE Invitation and in the Project’s Tender Notice.

“Concessionaire or Company” is the company under the name " INTEGRATED RESORT COMPLEX ELLINIKOU SOCIETE ANONYME " and the distinctive title " IRC ELLINIKOU S.A." having its registered offices in the Municipality of Athens, 85, Messogeion Avenue, registered in the General Commercial Registry (G.E.C.R.) no. 163658901000 with T.I.N.: 801804548 of the Tax Office of Societes Anonymes of Athens and which is a contracting party in the Concession Agreement and the Property Contract in order to implement the Project, and invites interested parties to submit tenders on the basis hereof..

“IE Invitation” means this invitation to the IE Tender, including its annexes, amendments and any clarifications that may be provided according to article 9.2 hereof, which in total constitute an integral part hereof.

“IE Bid” means all the papers, supporting documents and records that shall be submitted by the IE Bidders, according to the provisions hereof.

“Temporary IE Bidder” means the person who shall be ranked first in the IE Tender, after the evaluation of the IE Bids by the IE Tender Committee according to the provisions of article 14 hereof.

“IE Financial Bid” means the content of subfolder “B” of the IE Bid.

“Draft IE Agreement” means the attached hereof as Annex V draft agreement which the IE Bidders are obliged to take into consideration for the submission of their bid which is not subject to amendments, complementations or modifications.

“IE Agreement” means the agreement which will be executed between the IE Contractor and the Company according to Draft IE Agreement.

3. SCOPE OF THE TENDER – DATE AND DEADLINE FOR THE SUBMISSION OF BIDS

3.1 The Concessionaire announces an open tender for the appointment of an Independent Engineer, in accordance with the terms of this IE Tender Notice, who will undertake the monitoring of the progress (during the distinct activities/uses of tourism - leisure and gambling) and the certification of the completion of the projects of the Development Phase A', in accordance with the Independent Engineer's Agreement and the relevant terms of the Project's Tender Documents.

3.2 The receipt, check, and evaluation of the IE Bids shall be conducted at the Concessionaire's registered offices by the IE Tender Committee in accordance with the provisions herein.

3.3 The submission of the IE Bids shall take place at the Concessionaire's registered offices in Athens, No. 85, Messogion Ave, Postal Code 115 26 on **Thursday, April 13th, 2023, from 10.00 am to 12.00 pm at the latest.**

The above date may be postponed by decision of the Tender Committee, but taking into account the period of time required for the fulfillment of the Deferral Clauses of Article 5.1 of the Concession Agreement.

- 3.4** The submission of IE Bids may alternatively be done in two (2) ways:
- (i) by submission at the Concessionaire's registered offices, by a lawfully authorized representative of the IE Bidder, on the date of submission of IE Bids and within the above period set for the receipt of IE Bids, or
 - (ii) by registered mail or courier company at the Concessionaire's registered offices for the attention of the representative of the , Tender Committee, on the date of submission of IE Bids and within the receipt period of IE Bids set in clause 3.3 above, against proof of delivery/receipt.

It is clarified that in these cases, the responsibility for the timely submission of the IE Bid lies exclusively with the IE Bidder.

3.5 In the case of submission of IE Bids in the manner described above in article 3.4(i), the receipt may continue after the end of the time for the submission of IE Bids, if the submission of bids that has begun in time continues without interruption due to the number of IE Bidders present.

3.6 Without prejudice as to clause 3.5, IE Tenders that will be submitted to the Tender Committee after the date and time mentioned above shall be considered overdue and shall be returned to the IE Bidder without being opened.

4. SUMMARY DESCRIPTION OF THE SCOPE

The IE Contractor shall enter into the Independent Engineer Agreement with the Concessionaire, under which they shall undertake the rights and obligations and the performance of the duties, as described in the Tender Documents, the IE Invitation and the attached herein Draft IE Agreement and under the terms thereof. The services of the Independent Engineer to be provided are described in detail in the Draft IE Agreement of Annex V hereto.

5. RIGHT OF PARTICIPATION AND ELIGIBILITY CONDITIONS – CRITERIA

5.1 Legal entities as well as associations or consortia of legal entities have the right to participate in the IE Tender, provided that they themselves or, in the case of an association or joint venture, their members:

(i) are established in a Member State of the European Union, the European Economic Area, or a Member State of the World Trade Organization or in States that have entered into bilateral agreements with the European Union regarding the procedures for the award of public contracts; and

(ii) Comply with the terms and conditions outlined in this article (5).

IE Bidders are not required to obtain a specific legal form in order to participate to the IE Tender.

5.2 In case of a consortium or joint venture who submit a common bid and without prejudice as to more specific provisions herein, the terms below shall apply:

- a) Their members shall be jointly and severally liable each i) to the Concessionaire for the obligations of the IE Bidder and/or the Temporary IE Contractor and/or the IE Contractor.
- b) the participation percentage of their members declared through the IE Bid, will be binding throughout the duration of the Tender and in case the specific IE Bidder is announced as the Temporary IE Contractor and/or the IE Contractor.
- c) any IE Bid submitted by a consortium or joint venture must be signed by the legal representatives of the members of the consortium or joint venture or the joint representative, who is legally designated by each if the members of the consortium or the joint venture.

5.3 Any legal entity as well as consortiums or joint ventures may, on penalty of exclusion from the procedure, participate with one and only IE Bid. Additionally the members of a consortium or a joint venture may not, on penalty of exclusion from the procedure, participate in more than one IE Bidders.

5.4 More specifically, the legal entity wishing to be selected as Independent Engineer should meet the following criteria, on penalty of exclusion from the IE Tender procedure:

- i. To be of recognized prestige and reputation, with proven specialized experience, during the last decade (2013-2022) in the duties of an independent engineer, i.e. in the control and supervision of projects of similar size, range, reputation and complexity to the Minimum Works as defined in the Concession Agreement.

In the event that the above experience of the IE Bidder results from participation in an association or joint venture, it will be taken into account only if the percentage participation of the IE Bidder in the above association or joint venture is more than 50%.

In case the IE Bidder is an association or a consortium of persons then:

(a) In the event that the above experience comes from one of its members, then he must (i) participate in the association or joint venture with a percentage of at least fifty percent (50%), a percentage that will remain undiminished throughout the duration of the IE Agreement after any extensions and (ii) be a lead member (leader) of the IE Bidder, a position which it will maintain throughout the duration of the IE Agreement after any extensions.

(b) In the event that in order to prove the above required experience the IE Bidder invokes the experience of more of its members, then the members of the IE Bidder, whose experience is invoked, shall participate in the consortium or joint venture cumulatively with at least fifty percent (50%). This cumulative percentage shall remain irreducible throughout the duration of the IE Agreement including any extensions. In this case, the one of the members of the IE Bidder - whose experience is invoked - which will hold the highest percentage of participation in relation to the other members, will be the leader of the IE Bidder, a position he/she will maintain throughout the duration of the AM Agreement, including any extensions. In the event that the IE Bidder's members - whose experience is invoked - hold the same percentage of participation, then it is at their discretion to indicate the IE Bidder's leader.

- ii. Operate during the last five (years) within A) a certified ISO 9001:2015 or equivalent quality assurance system and B) a certified ISO 14001:2015 or equivalent environmental management system. In case of a consortium or joint venture, the obligation of this clause must be applicable to the person(s) who provide(s) the required experience to the IE Bidder including the person who will be the leader of the IE Bidder.
- iii. Not to be (in the case of an association or joint venture, it applies to each member separately) in direct relationship, with another IE Bidder and/or the Concessionaire or, as the case may be, the shareholders of the Concessionaire, which creates a situation of conflict of interest. Indicatively, it is stated that an IE Bidder will be

- presumed to be in a direct relationship that creates a conflict of interest situation if he has controlled, is controlled by or exercises joint control with the Concessionaire and / or with another IE Bidder.
- iv. Be insured, at the time of bid submission, against professional liability risks for an amount of at least ten million Euro (10,000,000.00 €) per event and twenty million Euro (20,000,000.00 €) cumulatively. In case of a consortium or joint venture, the obligation of this clause must be applicable at least to the person who will be the leader of the IE Bidder. In case where a foreign currency conversion in € is required, in order to document the above amounts, the reference date shall be the bid submission date, as defined in the above clause 3.3 hereof.
 - v. Have a turnover from the provision of independent engineering or/and construction supervision services over the last five (5) financial years (2018-2022), which, cumulatively calculated, will be at least equal to the total amount of twenty million (€ 20,000,000.00 before VAT). In case the IE Bidder is a consortium or joint venture, in order to confirm fulfillment of this condition, the sum of weighted averages of turnover of each of their member for the provision of independent engineering or/and construction supervision services, will be taken into consideration. The calculation shall be carried out based on the participation share in the IE Bidder, as per declaration of these members. In case where a foreign currency conversion in € is required, in order to document the above amount, the reference date shall be the bid submission date, as defined in the above clause 3.3 hereof.
 - vi. Ensure the participation in the execution of the tasks of Independent Engineer, of a sufficient number of suitably qualified and experienced persons as to the provision of such services in projects of a similar size, range, fame and complexity to those of the Minimum Works as defined in the Concession Agreement and the services it is required to cover according to the needs of the Project, such as these needs arise from the Tender Documents and the Draft IE Agreement. IE

Bidders should have at least the technical personnel listed in the table of Annex I (a) for the execution of the Project.

5.5 Each IE Bidder, or in case of consortium or joint venture, each member of IE Bidder must meet, on penalty of exclusion, cumulatively the following criteria regarding their personal status:

5.5.1 Be recorded in a professional or commercial register in accordance with the law of their country of establishment.

5.5.2 Not be in a state of bankruptcy, liquidation, reorganisation, special liquidation, receivership, termination of business or composition (bankruptcy settlement), suspension of business activity and, in the case of foreign persons, in any similar situation arising from a similar procedure, as provided in the national legislation of their country of establishment.

5.5.3 Not be the subject to proceedings for bankruptcy, liquidation, receivership, termination of business or composition and, in the case of foreign persons, in any other similar situation arising from a similar procedure, as provided in the national legislation of their country of establishment.

5.5.4 If a court decision is issued or a binding corporate decision is taken to have it dissolved and liquidated,

5.5.5 The legal entity or each of the consortium or joint venture members (in the case the IE Bidder or any of its members, is established in a country whose legislation stipulates the criminal liability of legal persons), their legal representatives and directors according to their articles of association or equivalent document, must not have been convicted by an irreversible court sentence, in accordance with the legislation of their country of establishment, for one or more of the offenses listed below:

- i. Participation in a criminal organization, as defined in article 2, paragraph 1, of Framework Decision 2008/841/ΔEY of the Council of 24th October 2008, for the cure of organized crime (EE L 300 of 11.11.2008, p. 42) and the crimes of Article 187 of the Penal Code (criminal organization).
- ii. Active bribery, as such is respectively defined in article 3 of the convention regarding the fight against corruption where officials of the European Communities or of the states-members of the union are involved (EE C 195 of 25.6.1997, p. 1) and in article 2, paragraph 1 of Framework Decision 2003/568/ΔEY of the Council of 22nd July 2003 for the cure of bribery in private sector (EE L 192 of 31.7.2003, p. 54) as well as according the applicable law or the national legislation of the IE Bidder's country of establishment and the crimes of Sections 159A (bribery of political persons), 236 (bribery of an official), 237 para. 2-4 (bribery of judicial officers), 237A para. 2 (influence trading - intermediaries), 396 para. 2 (bribery in the private sector) of the Penal Code.
- iii. Fraud affecting the financial interests of the Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017) and the crimes referred to in Articles 159A (corruption of political persons); 216 (forgery), 236 (bribery of an employee), 237 para. 2-4 (bribery of judicial officers), 242 (false attestation, falsification, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (fraud related to grants), 390 (infidelity) of the Criminal Code and Articles 155 et seq. of the National Customs Code (Law 2960/2001, A' 265), when these are directed against the financial interests of the European Union or are linked to the infringement of these interests, as well as the crimes of Articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions for the criminal protection of the financial

interests of the European Union) of Law 4689/2020 (Government Gazette A' 103).

- iv. 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 purpose of money laundering or terrorist financing, amending 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 (A' 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, to prevent and combat trafficking in human beings and to protect its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1) and the crimes of Article 323A of the Penal Code (trafficking in human beings).
- v. Terrorist crimes or crimes connected with terrorist activities, as defined, respectively, in articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017) or inciting or aiding and abetting or attempting to commit a crime, as defined in Article 14 thereof, and the crimes of articles 187A and 187B of the Penal Code, as well as the crimes of articles 32-35 of law 4689/2020 (A' 103).

As legal representatives and commanding officers are defined the administrators in the case of general partnerships (O.E. according to Greek law), limited partnerships (E.E. according to Greek law), private holding companies (I.K.E. according to Greek law) and limited liability companies (E.Π.E. according to Greek law), the chairman of the board

of directors and the chief executive officer in the case of a public society anonym (S.A.) and the individuals that represent and exercise the management of the legal entity in any other vase of company types, according to the laws of the concerned country of establishment In the event that the IE Bidder is a consortium or joint venture, the same shall apply for the legal representatives and directors of each of the members of the consortium or joint venture.

- 5.5.6 Have not committed any major professional misconduct.
- 5.5.7 Be fulfilling their obligations relating to the payment of social security contributions (primary and secondary) in accordance with the Greek legislation, or the legislation of the country in which they are established.
- 5.5.8 Be fulfilling obligations relating to the payment of taxes and dues, in accordance with the applicable Greek legislation, provided that they conduct business activities in Greece, or, otherwise, in accordance with the legislation of the country in which they are established.
- 5.5.9 Not be subject to any legal restrictions for the participation to the tender on the date of submission of the IE Bids.
- 5.5.10 Have not submitted a false or incomplete statement regarding the information mentioned above.
- 5.5.11 IE Bidders not meeting all the conditions of this article shall be excluded from the IE Tender.
- 5.5.12 The IE Tender Committee reserves the right to exclude an IE Bidder from the IE Tender procedure on grounds of protection of the country's public interest, national security and national defense, in case this is required for the above reasons by the Gaming Supervision and Control Commission and/or the Greek State on the absolute discretion and judgement of the latter, whereby such exclusion will be duly justified by

the IE Tender Committee by reference to the non-confidential reasons on which it would be informed by the Contracting Authority. In this context, the IE Tender Committee may require from IE Bidders to provide any necessary information regarding their property status, in order to exercise such right.

5.5.13 The IE Tender Committee reserves the right to exclude from the IE Tender procedure any IE Bidder who has demonstrably violated the privacy of the IE Bids or the tender procedure and has adulterated the competition.

6. TENDER DOSSIERS

6.1 The IE Bid shall be enclosed in a single sealed file that shall include:

- (a) The sealed subfile "A" with the indication "PARTICIPATION DOCUMENTS" which includes the supporting documents referred to in article 7 hereof and the IE Bidder's Participation Letter of Guarantee referred to in article 11 hereof.
- (b) The sealed subfile "B" with the indication "FINANCIAL BID," which includes the elements of the IE Financial Bid of the IE Bidder, as described in article 8 hereof.

6.2 Each IE Bidder shall be required to submit the IE Bid in:

- (a) one (1) original, and
- (b) one (1) copy.

6.3 In case of submission of the IE Bid through the means described in articles 3.4(i)-(ii), the word "ORIGINAL" shall be written on the single sealed file containing the original, and in the event of a mismatch this shall prevail over the copy.

6.4 The single sealed envelope of IE Bids must necessarily bear the following indications:

**TENDER DOSSIER FOR THE SELECTION OF AN INDEPENDENT
ENGINEER FOR THE PROJECT**

**"Granting of an Integrated Resort Casino License (IRC) in the Metropolitan
Pole of Hellinikon – Agios Kosmas"**

**To the Company " INTEGRATED RESORT COMPLEX ELLINIKOU
SOCIETE ANONYME "**

Mesogeion Avenue, no. 85, P.C. 115 26, Athens

*[Name of the IE Bidder and, in the case of an association or consortium, the
names of all its members]*

*[Communication address of the IE Bidder ((street, number, city, postal code,
telephone numbers, fax number, e-mail address))]*

To be opened only by the IE Tender Committee

Each sealed subfile shall be marked as "Subfile A - PARTICIPATION DOCUMENTS" or "Subfile B - FINANCIAL BID" as appropriate.

6.5 Subject to paragraph 6.7, all of the documentation of IE Bid shall be submitted either in originals or duly authorized copies.

6.6 For reasons of saving time and facilitating the IE Bidders, subject to paragraph 6.7, public documents relating to foreign persons, which are in any language other than Greek, may be submitted in English.

6.7 All public documents referring to foreign persons (entities) and shall be filed by the IE Bidders in the IE Tender but also if the Lowest Bidder is a foreign person, before the execution of the IE Agreement there shall be filed all public documents duly authorized either by the competent Consulate in the IE Bidder's country of establishment or by affixing an Apostille in accordance with the Hague Convention of 5-10-1961 (which was ratified by Law 1497/84), so that their authenticity is certified. If the Temporary IE Contractor is a foreign entity, the above submitted documents shall be accompanied by a legitimate translation into Greek. It should be noted that this formality applies to documents which are regarded as public documents under article 1 of that Convention, namely:

- documents originating from an authority or a civil servant of a judicial authority of the state;
- administrative documents;
- notary documents; and
- solemn statements, such as registration certificates, statement for certainty of time and signature authorizations on a private document.

6.8 In the event that any of the supporting documents referred to in article 7 below is not issued by the respective country of the IE Bidder, such document may be replaced by a sworn statement or, if this is not applicable, by a statement of the lawful representatives of the IE Bidder before a judicial or administrative authority, notary public, or the competent professional body in the respective country of establishment. Such sworn declaration or statement shall certify/state the inability to obtain the relevant supporting documents issued in the respective country as well as the compliance of the IE Bidder or any of its members with the respective terms hereof.

6.9 Each sheet of the original IE Bid must be initialed by the lawful authorized representative of the IE Bidder or in case of a consortium or joint venture by the legal representatives of their members or their joint representative.

6.10 IE Bidders are invited to properly prepare and submit their bid, to take account of the content of the Tender Documents and the Draft IE Agreement, and to comply with the relevant instructions contained herein.

6.11 The bid files should include supporting documents and information as set out below.

It should be noted that subfile “A” should not include, on penalty of exclusion, any element, reference, information or detail in relation to the IE Financial Bid.

7. SUBFILE “A” (PARTICIPATION DOCUMENTS)

IE Bidders are required to submit the following supporting documents in a sealed subfile “A” with the indication “PARTICIPATION DOCUMENTS” with their IE Bid:

- (i) A document accompanying the submission of the IE Bid addressed to the Company, signed by the legal representative of the IE Bidder or in case of a consortium, by the legal representatives of the members or their joint representative, and including the following:
 - statement of participation in the tender for the nomination of Independent Engineer;
 - identification data of the IE Bidder and in case of a consortium or joint venture of its members as well, i.e. full name/trade name and the necessary contact details (postal address, telephone number, fax number, e-mail).
- (ii) A table of contents of subfiles “A” and “B”.
- (iii) Recent, i.e. issued within three (3) months before the date of submission, legalization documents proving the establishment of the IE Bidder, their due establishment and operation, and the appointment and the representation power of the legal representatives of the IE Bidder, according to the law of its country of establishment.
- (iv) In case of a consortium or joint venture, the IE Bidder will submit a notary act for the establishment of the joint venture, which will at least include:
 - The participation percentages of each of the members into the consortium/joint venture which will be actually their participation percentages in case of Lowest IE Bidder selection and awarding of the IE Tender as well as their role/scope of service provision in the consortium/joint venture.
 - Declaration for joint and several liability of the IE Bidder and in case of an association/joint venture of all of its members towards the Concessionaire.

- In the event that the IE Bidder is an association of persons or a consortium, a statement that upon its nomination as the IE Contractor, it will establish, after its nomination as the Lowest IE Bidder, a joint venture according to Greek legislation and that the provisions of article 5.4 (i) shall unremittingly apply.
 - Designation of one (joint) or more legal representatives that will represent the IE Bidder, sign and act on account of the IE Bidder in all relationships with the IE Tender Committee until the execution of the IE Agreement.
- (v) Solemn Statement in case of an association of persons or joint venture, of their joint representative or joint representatives, on the acceptance of their appointment.
- (vi) A certificate of entry (in case of an association of persons or joint venture for each of its members) in the professional register of their country of establishment, in force at the date of submission of the IE Bids.
- (vii) A table of projects demonstrating the required experience under article 5.4 (i) hereof, including, among other things, information about the type, the location of the project, the IE Bidder's employer, in accordance with the form of Annex II(a). In case of a consortium or joint venture, the obligation of this clause must be at least applicable to the person(s) whose experience is invoked by the IE Bidder in order to prove the required experience including the person who will be the leader of the IE Bidder.
- (viii) Certification issued by the respective owner of the project as well as certificates/letters/contractual documents demonstrating their participation, according to the provisions hereof in the projects referred to in the immediately preceding case and the due and timely completion thereof, in order to document the fulfillment of the criteria under article 5.4 (i). In case that the above experience of the IE Bidder results from their participation in a consortium or joint venture, the consortium or joint venture in which the IE Bidder or its member participated and the percentage of participation in it shall be declared.

In case of a bidding consortium or joint venture, the obligation of this clause must be applicable to the person(s) whose experience is invoked by the IE Bidder in order to prove the required experience including the person who will be the leader of the IE Bidder.

- (ix) ISO 9001:2015 and ISO:14001:2015 or equivalent certificates for the last five-year period, effective on the date of submission of the IE Bid. In case of a consortium or joint venture, the obligation of this clause must be applicable to the person(s) who provide(s) the required experience to the IE Bidder including the person who will be the leader of the IE Bidder.
- (x) A certification of insurance of the interested party, valid on the date of bid submission, against professional liability risks for an amount of at least ten million euro (10,000,000.00 €) per event and twenty million euro (20,000,000.00 €) cumulatively. In case of a consortium or joint venture, the obligation of this clause must be applicable at least to the person who will be the leader of the IE Bidder.
- (xi) A Solemn Statement pursuant to Law 1599/1986, in which the IE Bidder shall declare that:
 - a) they accept to perform Independent Engineer tasks in the Project, in accordance with this IE Invitation and the terms described in the Draft Concession Agreement, and
 - b) they or any of their members do not have a direct relationship with the Concessionaire or, where applicable, the shareholders of the Concessionaire, which creates a conflict of interest as provided in clause 5.4 (iii).
- (xii) Published financial statements(balance sheet, outturn accounts, and profit distribution table (corporate and, if applicable, consolidated) of the IE Bidder for the last five (5) financial years. The financial statements should be audited by a statutory auditor and shall be submitted in duly authorized copies, as they were legally published. In the case where there is no legal obligation to publish and audit annual financial statements as regards a legal person, a statutory auditor's statement accompanied by signed financial statements reflecting the asset structure of that legal person for the respective

period, should be provided. In case of a consortium or joint venture the information of this clause shall be submitted for each of the members of IE Bidder.

- (xiii) IE Bidders must submit a Solemn Statement in accordance with Law 1599/1986 according to the form of Annex I (b), to which they will be bound:
 - for the organization and structure of their personnel in accordance with article 5.4 (vi) hereof
 - for full compliance with Project's requirements, as derived from the Tender Documents and the Draft IE Agreement.
 - for their compliance with the table of Annex I (a).
- (xiv) Brief CVs, according to the template in Annex II(b) hereto. The requested summary CVs will only be submitted for [•]. It is noted that the curriculum vitae of each person must not exceed three (3) A4 pages.
- (xv) A Solemn Statement pursuant to Law 1599/1986, given by the legal representative or legal representatives of the IE Bidder about the non-concurrence, as regards themselves or the IE Bidder or in case of consortium or joint venture their members, of any of the grounds for exclusion mentioned in articles 5.5.2 to 5.5.9 hereof, where the above-mentioned terms shall be listed in detail according to this invitation and in line with the template of solemn statement of Annex III hereof.
- (xvi) A Solemn Statement under Law 1599/1986 by their legal representative or legal representatives, in which the IE Bidder shall declare as follows:
 - a) that they have taken cognizance of the terms hereof and its annexes and accept them unconditionally.
 - b) the period of effect of their IE Bid according to the provisions of article 10 hereof and that they accept the extension of its duration, in accordance with the provisions of the same article.
 - c) that the data and information provided with the IE Bid are accurate and true.

- d) that they have taken cognizance of this IE Invitation and the Tender Documents as notified to IE Bidders, which are considered to be an integral part of this IE Invitation, and accept them unreservedly.
 - ε) that if they are designated as the IE Contractor, they shall comply with the timetable of the Project in accordance with Article 7.4. of the Concession Agreement, as such may be amended subject to the terms of the latter (the “Timetable”).
- (xvii) an IE Bidder’s Participation Letter of Guarantee in accordance with article 11 hereof.
 - (xviii) A Technical Offer containing:
 - (A) A project development plan of the Minimum Works, in which the IE Bidder presents his understanding of the Project, the services he will offer and the way he plans to organize and deal with the subject of the Independent Engineer. It is emphasized that the text of this draft should not exceed 3,000 words.
 - (B) An Organization chart of the technical staff of Annex I(a) in which the IE Bidder presents the allocation of duties and tasks to the members as well as the proposed system of cooperation and communication of the technical staff of Annex I(a) with the Company, the Interested Parties and with other Consultants.

8. SUBFILE “B” (FINANCIAL BID)

8.1 IE Bidders are required to draw up and prepare their financial bid, which shall be contained in the sealed subfile “B” entitled “FINANCIAL BID,” taking into account the following:

- a) The IE Financial Bid shall be given in the form of a fixed lump sum, according to the sample of Annex VI of this IE Invitation. During the completion of such Annex by the IE Bidders, any change of its content shall in no way be possible. The price offered shall necessarily include all of the IE Contractor's fees and

other costs for the provision of Independent Engineer's services in the Project, always in accordance with the provisions of the Tender Documents and the Draft IE Agreement, i.e. indicatively but not limited to:

- (i) The fee for the execution of the tasks of the Independent Engineer in accordance with the relevant terms of the Tender Documents.
- (ii) The remuneration of all the personnel, agents, consultants, suppliers etc. employed in the Project irrespective of their seat, including social insurance contributions, in accordance with applicable law, and any expenses for food, accommodation, travel etc.
- (iii) Project-related costs, regardless of location, i.e. indicatively: mobilization, installation costs, (without prejudice as to the provisions of clause 8.1(b)), travel, office operating costs, telecommunications costs (fixed, mobile telephony and internet), and any material and consumables expenses.
- (iv) Costs for the purchase and/or use of computers, printers, office software (e.g. Microsoft Office), as well as specialized technical software (e.g. AutoCAD, Civil 3D, Revit, etc.)
- (v) Costs of purchase and / or use of appropriate cars, for the safe movement of IE staff, inside and / or outside the Property.
- (vi) Expenditure of file keeping, process approval of studies and work certifications, costs associated with quality control obligations (eg taking and keeping samples of materials and specimens, etc.).
- (vii) Correspondence costs
- (viii) Expenses for the issuance of residence & work permits for the personnel, according to the applicable legislation.
- (ix) Any expenses for the establishment of a consortium or joint venture;
- (x) Insurance costs in accordance with the terms of the Tender Documents, the Draft IE Agreement and the applicable legislation.
- (xi) The total taxes that shall be charged to the IE under the IE Agreement.

b) The Company reserves the right at any time to request from the IE Contractor, after having previously informed him, that all of IE's personnel be transferred to an appropriately configured site office space within or near the Property area.

c) The payment of the IE Contractor's fee will be made in accordance with the Independent Engineer's fee payment schedule which will be agreed between the Concessionaire and the IE Contractor before or upon signing the IE Agreement and will be attached to it as Annex II. In any case the payments of the IE's fee will be monthly according to the organizational chart of the IE and the Project Schedule. The determination of the remuneration of the IE Contractor in any case of services related to the Additional Project or due to modification (including the extension) of the Concession Agreement will be carried out in accordance with the provisions of the Draft IE Agreement.

d) The fixed price of the IE Financial Bid as will be established in accordance with the above will not exceed, under penalty of disqualification, the amount of eight million euros (8,000,000.00 €). The above price does not include the corresponding VAT.

e) The Technical Offer of each IE Bidder has a weighting factor of 70% in its total rating and the Financial Offer of each IE Bidder has a weighting factor of 30% in its total rating.

8.2 The data of the IE Financial Bid shall not be subject to change during the IE Tender or/and during the IE Agreement and any eventual extensions thereof. In case the Consortium requests an extension of the duration of the IE Bid by the IE Tender Committee, IE Bidders shall not be entitled, upon giving notice of their consent to such extension, to submit a new IE Financial Bid, subject to clause 14.7.

8.3 IE Bidders do not have the right to withdraw their bid or part thereof after its submission. If the bid or part thereof is withdrawn, or if the IE Bidder who may be selected as the IE Contractor based on such bid, fails to appear for the signature of the Independent Engineer Agreement, this IE Bidder shall be subject to sanctions; more specifically:

- exclusion and loss of any right to adjudication
- forfeiture of the IE Bidder's Participation Letter of Guarantee without any other formality or judicial action.

8.4 The fee of IE, as it derives by the IE Contractor's IE Financial Bid is a fixed fee and is not subject to any escalation for any reason, even if the time of the Minimum Works Construction Period is extended, without prejudice as to more specific clauses of the IE Agreement.

9. PROVIDED DATA - CLARIFICATIONS

9.1 In order for their participation in the IE Tender, the interested parties may be informed of the Project's Tender Notice and the Draft Concession Agreement and its attachments as well as the rest of data in accordance with the following instructions:

(i) Submission of a request by the IE Bidder to the IE Tender Committee where the full details and in case of an association of persons/joint venture the full details of all their members must be provided (indicatively name / trade name, address, telephone, fax number, name of legal representative, etc.) so that the IE Tender Committee has at its disposal the a full list of interested parties for sending any additional documents, clarifications etc., simultaneously to the following e-mail address:

- info@irc-ellinikou.com

(ii) Submission to the IE Tender Committee of the signed confidentiality agreement («Confidentiality Agreement»), attached hereto as Annex VII, accompanied by the necessary legalization documents of the person signing it.

(iii) Following review and approval by the IE Tender Committee of the above elements (i) and (ii), interested parties will receive instructions from the IE Tender Committee to access the Project provided data.

9.2 Any questions related to the IE Tender can be sent simultaneously to the email addresses listed in the clause 9.1(i) hereof, the latest ten (10) days before the final submission date of IE Bids. The IE Tender Committee shall respond to requests for clarifications within a reasonable time, and the latest five (5) calendar days from the closing submission date of the IE Bids. In any

case, the Consortium's answer shall be provided electronically, without IE Bidders being able to revoke any clarifications or commitments of the IE Tender Committee that have been provided orally.

9.3 The IE Tender Committee or third parties, in its stead and on its behalf, will process personal data contained in the IE Bid files and the evidence submitted to it, in the context of this Tender, for the purpose of evaluating the IE Tenders, taking up all reasonable measures to ensure the confidentiality and security of data processing and their protection from any form of unlawful processing, in accordance with the provisions of the applicable legislation on the protection of personal data.

10. BID VALIDITY PERIOD

The IE Bids shall be effective and commit IE Bidders for **six (6) months** from the day after the IE Tender is conducted, with the IE Tender Committee having the right to extend such term unilaterally, by means of a statement, for a further period of **six (6) months**.

11. IE BIDDER PARTICIPATION LETTER OF GUARANTEE

11.1 The letter of guarantee of this article is obligatorily issued by an Acceptable Bank.

11.2 In order for the participation in this IE Tender and the submission of a valid IE Bid, IE Bidders are required to submit, on penalty of rejection of their bid, an IE Bidder's Participation Letter of Guarantee for a validity period of at least seven (7) months as of the IE Tender Date, with an obligation of extension for another seven (7) months in case of a unilateral extension by the IE Tender Committee according to the provisions of clause 10 hereof for the amount of one hundred and fifty thousand euro (150,000 €).

11.3 The IE Bidder's Participation Letter of Guarantee shall be drawn up according to the form of Annex IV.

11.4 The IE Bidder's Participation Letter of Guarantee shall be returned as follows:

- a) To the IE Bidder that will be nominated Lowest IE Bidder, according to the terms hereof, and to the second IE Contractor (Second Lowest IE Bidder) within five (5) business days after the submission of the letter of good performance, as described in clause 4.10 of the IE Agreement,
- b) To the remaining IE Bidders, within five (5) business days from the execution of IE Agreement.
- c) To any IE Bidder within five (5) business days from any cancellation of IE Tender or any cancellation of the IE Tender's results by the Consortium occurring in any way.

12. LANGUAGE OF THE IE TENDER

The official language of the IE Tender is Greek, without prejudice as to 6.7 and the following paragraph.

By way of exception (a) the communication between the IE Bidders and the IE Tender Committee, during this IE Tender may be in the English language, and (b) the submission of Bids may be in the English language.

This IE Invitation and the IE Agreement have been drawn up in both the English and the Greek language. In case of any discrepancies, the Greek version shall prevail.

13. BID EVALUATION PROCEDURE – CLARIFICATIONS – COMPLETIONS

13.1 In order to participate validly in the IE Tender, the interested parties shall submit a bid, in accordance with the terms hereof, on the date of submission of the IE Bids as defined in article 3 hereof.

13.2 The IE Tender Committee shall receive the bids from IE Bidders on the day and time specified in article 3 hereof, whether they have physically

submitted , in accordance with the provisions of point 3 above on the date and time set out in clause 3 hereof, in accordance with the terms of clause 3.4.

13.3 IE Bidders do not have the right to withdraw their IE Bid or part thereof after it has been submitted, on penalty of forfeiture of the IE Bidder's Participation Letter of Guarantee.

13.4 The IE Bidder is required to submit all requested data. References to documents are allowed if such documents are attached to the IE Bid, and the relevant reference is made.

13.5 Following the opening of the IE Bids and during the evaluation process of the IE Bids, the IE Tender Committee in accordance with the principle of equal treatment and transparency, is entitled to ask IE Bidders where the information or documentation to be submitted is or appears to be incomplete or incorrect, or where specific documents are missing, to submit, supplement, clarify or complete the relevant information or documentation, which shall be provided by the IE Bidders within five (5) days from the submission of the Consortium's relevant request. However, the above-mentioned clarifications, additions and/or corrections may not result in the modification of the basic elements of their bid, the change of which could cause distortion of competition or discriminations. This paragraph applies also regarding the review of the Awarding Documents (as set out hereinbelow).

14. REVIEW OF TENDER DOSSIERS

14.1 On the date of submission of IE Bids, and at the end of the bidding time, the IE Tender Committee checks in principle the timely submission of the IE Bids and numbers and initials the envelopes of the IE Bids submitted within the deadline. Then, it unseals, numbers and initials subfolders A' (Documents for participation) and initials the contents of the original subfolders A'. The IE

Tender Committee reserves the right to continue the examination of the A sub-files of the IE Bidders at subsequent meetings.

14.2 During the examination of subfolders A', the IE Tender Committee will first check the completeness of their content (Participation Documents) and then proceed to examine the compliance of the IE Bid with the terms and criteria of paragraph 5 hereof.

14.3 Subject to article 13.5 hereof, if the IE Tender Committee discovers:

- (i) either that subfile "A" does not include all the supporting documents and data in accordance with the terms of article 7;
 - (ii) or that the IE Bidder does not meet the terms and conditions of article 5 hereof,
- the IE Bidder shall be excluded from the IE Tender.

14.4 The criterion for the award of the Contract is the most economically advantageous bid based on the best value for money, which is assessed on the basis of the following criteria:

α/α	DESCRIPTION OF TECHNICAL OFFER CRITERIA	GRAVITY COEFFICIENTS OF CRITERIA (%)
A. Clarity of the proposal, methodological approach and understanding of the requirements and peculiarities of the Minimum Works.		50%
A.1	Clarity of the proposal of the Minimum Works development plan (way of presenting and organizing the Minimum Works), understanding of the specific requirements and peculiarities of the physical object and the way the IE Bidder responds to them.	10%
A.2	Completeness of the methodological approach of the services offered, analysis in work units and connection with the required study approvals and monitoring of the progress of the Minimum Works development works.	15%
A.3	A plan for the management of the risks and problems that may arise during the implementation of the scope of the Minimum Works development work and the formulation of appropriate proposals for their solution.	15%
A.4	Documentation of the timetable for the implementation of the progress of the Minimum Works development works as well as the response time to individual requests of the Company per type of work (suggestions, opinions, recommendations, proposals).	10%

B. Composition, experience, structure and organization of the technical staff listed in Annex I(a)		50%
B.1	Competence and experience of the Project Manager in relation to the requirements of the subject of the IE Agreement.	15%
B.2	Competence and experience of the Deputy Project Manager in relation to the requirements of the subject of the IE Agreement.	10%
B.3	Competence and experience of other technical personnel listed in Annex I(a) in relation to the requirements of the subject matter of the IE Agreement and in relation to the minimum required technical staff in Annex I(a).	10%
B.4	Organisation of the technical staff referred to in Annex I(a), adequacy and clarity of the allocation of responsibilities and roles to its members and ensuring efficiency.	5%
B.5	Proposed system of cooperation and communication of the technical staff included in the table of Annex I(a) (Project Manager and members of the technical staff) with the Company, the Interested Parties and its coordination with other Consultants.	10%

(i) Scoring and ranking of bids

α) The scoring of each evaluation criterion ranges from 0 to 100 points if exactly all the conditions of the technical specifications are met and the requirements of that criterion are exceeded.

Each evaluation criterion is scored autonomously based on the details (particulars) of the tender.

The total score of the technical offer (Bi) is calculated based on the following formula:

$$B_i = \sigma_1 * K_1 + \sigma_2 * K_2 + \dots + \sigma_v * K_v$$

Where:

σ_1 to σ_v is the weighting factor of each criterion and there applies $\sigma_1 + \sigma_2 + \dots + \sigma_v = 100\%$

K1 to Kv are the criteria A.1 to A.4 and B.1 to B.5.

Criteria with a score of less than 60 points (i.e. which do not cover/deviate from the technical specifications hereof) result in the rejection of the tender.

β) After the unsealing of the financial offers, the bids are scored against the best value for money, based on the following formula::

$$\Lambda_i = 100 * \left(\frac{B_i}{B_i \max} * 0.70 + \frac{K_{min}}{K_i} * 0.30 \right)$$

Where:

Bi: the total score of the Technical Offer of the IE Bidder.

Bimax: the overall score received by the best Technical Offer.

Ki: the amount of the Financial Offer of the IE Bidder.

Kmin: the amount of the lowest Financial Offer of an IE Bidder.

Ai: final total score of each IE Bidder, rounded in 2 decimals.

Tenders are ranked in a Comparative Table, in descending order of final total grade A_i .

The most economically advantageous tender, based on the best price-quality ratio, is the one with the highest final, overall A_i grade.

In the event of a tie, the award is made to the Bid with the highest technical bid score. If the equal bids have the same technical bid score, the IE Tender Committee selects the Temporary IE Contractor by drawing lots from among the IE Bidders who submitted the equal Bids. The draw takes place before the IE Competition Committee and in the presence of these IE Bidders.

15. REJECTION OF IE BIDS

15.1 Any deviations from the terms that are defined herein as grounds for exclusion entail the rejection of the relevant IE Bid and the exclusion of this IE Bidder.

15.2 An IE Bid which, in the opinion of the IE Tender Committee, is vague, not subject to evaluation or under consideration, may be rejected as inadmissible.

15.3 Alternative bids or counter bids are not allowed, and the IE Bidders who have submitted them shall be excluded from the IE Tender.

15.4 Should the IE Tender Committee discover that an IE Bid contains false or inaccurate information, such bid shall be rejected.

15.5 In case of an extremely low Financial Bid, according to the judgment of the IE Tender Committee, the latter may request from any IE Bidder further written substantiation of their bid. Furthermore, in case that according to the judgment of the IE Tender Committee, the substantiation is not considered adequate, such bid shall be rejected.

16. RESULTS – AWARD – PREPARATION & EXECUTION OF INDEPENDENT ENGINEER AGREEMENT

16.1 Following the announcement of the Lowest IE Bidder in accordance with the provisions of article 14 hereof, the Lowest IE Bidder will be invited within a reasonable term, which may not exceed 30 days to submit (a) the supporting documents detailed in Annex VIII hereto all in the Greek language and in accordance with the provisions of paragraph 6.7, issued within three (3) months before the date of submission; as well as (b) the table of Annex III of the Draft IE Agreement, duly completed, accompanied by detailed CVs for its minimum technical personnel included in this table as well as appropriate evidence and documents proving the qualifications and experience of each person and position of the table submitted, as well as solemn statements by those persons stating that they accept to undertake the tasks the Lowest IE Bidder intends to assign them (the "Awarding Documents"). In the event of non-submission of the information of this paragraph or in case this information is not in compliance with the requirements of this paragraph, the consequences provided in paragraph 8.3 hereof will follow.

16.2 After the submission of the Awarding Documents and provided that they have been approved by the IE Tender Committee the IE Contractor and the Second Contractor (Second Lowest Bidder) which has submitted the second lowest IE Financial Bid, in comparison to that of the IE Contractor (Lowest Bidder) will be announced.

16.3 In accordance with the provisions hereof and the current legislation the IE Contractor will be invited, at the latest until the date that is a hundred and

twenty (120) days after the execution of the Property Agreement, to sign the Independent Engineering Agreement, according to the Draft IE Agreement.

16.4 The IE Agreement will be executed between the Concessionaire and the IE Contractor. In case the latter is a consortium, they must have already submitted to the Consortium among the Awarding Documents according to Annex VIII, documentation of established joint venture in accordance with their statement made according to article 7 (iv) hereof , which will enter into an agreement as an Independent Engineer with the Company, while the members of the consortium will remain jointly and severally liable for all the obligations of the joint venture as well as for the loyal and punctual fulfillment of the Independent Engineer tasks defined in the IE Agreement. The IE Agreement shall be drawn up and executed in both the Greek and the English language, in accordance with the Draft IE Agreement. In case of any discrepancies, the Greek version shall prevail.

16.5 The Independent Engineer shall be entirely and solely responsible for compliance with the applicable legislation as regards to any personnel employed by them for the performance of the obligations under the Independent Engineer Agreement, in accordance with the terms of the Tender Documents and the Independent Engineer Agreement.

16.6 For the avoidance of doubt, it should be noted that the designation of the Lowest IE Bidder in accordance with the provisions of article 14 and the present article does not constitute a conclusion or invitation for the IE Agreement execution.

17. POSSIBILITY OF IE TENDER CANCELLATION

The IE Tender Committee may, with a reasoned opinion, and without the bidders having any right for compensation claim, propose:

(i) the discontinuance, cancellation or interruption of the IE Tender at any stage of the procedure.

(ii) the discontinuance of the IE Tender and the resumption thereof, either with a modification of the terms hereof or not.

In any of the above cases, as well as in the event of non-submission of any IE Bid, the IE Tender Committee may repeat the IE Tender, with or without modification of the terms hereof.

18. CONFIDENTIALITY – OBLIGATION OF FIDELITY

- a) The Independent Engineer is also subject to an obligation of fidelity towards the counter-parties of the Concession Agreement and the Property Agreement and due diligence in the performance of their duties and must perform their obligations duly and timely, as such obligations are defined in the Tender Documents and the Independent Engineer Agreement.
- b) IE Bidders, their representatives, and any third party associated with them under any relationship and in any capacity in the context of this tender are under the obligation to maintain absolute confidentiality with regard to the information brought to their knowledge within the framework of this tender, by signing a statement of confidentiality, in accordance with Annex VII, prior to their access to the data site where the information provided by the IE Tender Committee is uploaded.
- c) Throughout the period that the Independent Engineer Agreement will be in force, and also after the termination thereof, the Independent Engineer shall undertake the obligation to keep confidential and not to disclose to any third party any documents or information of which they may take cognizance during the execution of the services and the fulfillment of their obligations. The above-mentioned restriction shall apply without any time limitations. Moreover, he shall also undertake the obligation not to disclose part of or the whole of the Project that he shall execute, without the prior written consent of the Company throughout the effect period of the confidentiality terms.

- d) IE Bidders must not directly or indirectly approach any representative of the IE Tender Committee to request information about the IE Tender, except in accordance with the provisions hereof. IE Bidders must not attempt to influence or provide any form of personal reward or benefit to any member of the IE Tender Committee or representative of the Concessionaire in connection with this IE Invitation. Such behaviour is a reason for their exclusion from participating in the process.

19. EXPENSES OF BIDDERS

19.1 All costs relating to the preparation and submission of the IE Bids shall be borne by IE Bidders.

19.2 Participation of IE Bidders in the IE Tender does not entitle them to raise any claim or compensation against the Concessionaire, the State and the IE Tender Committee, even if the IE Tender Committee rejects the IE Bidder or annuls, cancels, interrupts or repeats the Tender.

20. OTHER TERMS

20.1 The solemn statements of article 8 of Law 159/1986, which are required from the IE Bidders according to the provisions herein, are required to be certified with a signature authentication. In the case of a foreign IE Bidder and wherever in this invitation the submission of a solemn statement is required in accordance with article 8 of Law 1599/1986, an affidavit before a judicial or administrative authority or a notary public may be submitted instead, in accordance with the laws of the country of the IE Bidder's establishment. Alternatively, solemn declarations that have been drawn up and issued in accordance with the provisions of articles 15 and 27 of law 4724/2020 (Government Gazette Issue A' 184) relating to electronic documents bearing an electronic signature or seal will be accepted.

20.2 The participation of a sole IE Bidder is not an impediment to the adjudication of the result of the IE Tender, provided that such bid will be considered by the IE Tender Committee, to be meeting the selection criteria of this IE Invitation.

20.3 Any changes during the IE Tender procedure regarding the IE Bidders' identity (including any changes to the IE Bidder's Control) are not allowed and the IE Bidder will be excluded, unless the IE Tender Committee provides a relevant written approval. IE Bidders are required to notify any such change to the Consortium promptly and in writing. For the purposes of this article, the change of an IE Bidder's trade name shall not constitute a change of their identity. IE Bidders are in any case required to notify to the Consortium any change of their trade name.

20.4 IE Bidders are not required to declare within their bid, any subcontractors to whom they intend to assign part of their scope if they are nominated as IE Contractor. It is pointed out that the Independent Engineer is not entitled to assign any part of their scope to a subcontractor without the Company's written consent. Moreover, if any part of the Independent Engineer's object is assigned to a subcontractor, the Independent Engineer shall not be released from any of their commitments, obligations, and responsibilities arising from the IE Agreement, due to the fact that part of their obligations is performed by a subcontractor and the Independent Engineer shall remain in any case and at all times jointly and severally liable together with his subcontractor. The case of assigning an object to subcontractors shall be described in detail in the IE Agreement.

20.5 Any disputes that may arise from the IE Tender shall be settled exclusively by the competent courts of Athens in accordance with Greek law.

20.6 The following annexes are attached hereto:

- Annex I:
 - I(a) Table of minimum requirements of technical personnel
 - Template of Solemn Statement, according to Law 1599/1986 regarding the organization and structure of the IE Bid personnel.
- Annex II:
 - I(a): Template of table of projects proving an IE Bidder's experience
 - II(b): Template of staff CV's
- Annex III: Template of Solemn Statement, according to Law 1599/1986, for the non-concurrence of the grounds for exclusion referred to in articles 5.5.2 to 5.5.9
- Annex IV: Draft IE Bidder's Participation Letter of Guarantee
- Annex V: Draft IE Agreement
- Annex VI: Template of IE Financial Bid
- Annex VII: Confidentiality Agreement
- Annex VIII: Awarding Documents

20.7 IE Bidders may ask the IE Tender Committee to allow them to visit the Property before the submission of IE Bids. In such case, the participation costs of each of the IE Bidders in this visit will be borne exclusively by him.

20.8 The cost of conducting the IE Tender, shall be borne exclusively by the Concessionaire.

20.9 This IE Invitation shall be the exclusive property of the Concessionaire. All intellectual property rights in the IE Invitation shall remain the property of the Concessionaire and/or its licensors. The IE Invitation may not be reproduced, copied or disclosed in any way without the written consent of the Concessionaire, except for the purpose of submitting an Offer by the IE Bidders. By accepting this Invitation, IE Bidders are presumed to unreservedly agree to this term.

20.10 The Concessionaire does not assume with this IE Invitation any monetary or other obligation prior to the signing of the IE Agreement.

ANNEXES

ANNEX I

ANNEX I (α)			
MINIMUM REQUIREMENTS OF IE's TECHNICAL STAFF			
S/N	Position	Qualifications	Time (months)*
A	Basic Team		
1	Project Manager	Degreed Architect or Civil Engineer with more than 25 years of experience in managing the construction or supervision of the construction of large building projects, at least two of which should be complex hotel complexes (with casinos or tall buildings) and other commercial, conference, cultural uses	36
2	Deputy Project Manager	Degreed Architect or Civil Engineer with more than 20 years of experience in managing the construction or supervision of design or construction of large complex building projects with multiple uses	36
3	Planning & Controls Officer	Degreed Engineer with more than 15 years of experience in financial and time planning of engineering projects	36
4	Quality Assurance Officer	Degreed Engineer with more than 15 years of experience in Quality Assurance matters, technical of engineering projects	36
5	Contracts Officer	Degreed Engineer with more than 15 years of experience in Contract Management, technical of engineering projects	36
B	Team for Reviewing Designs		
1	Director of Designs	Degreed Architect or Civil Engineer with more than 20 years of experience in supervising designs of large building projects, at least two of which being hotel complexes and / or tall buildings	20
2	Assistant Director of Designs	Degreed Architect or Civil Engineer, university level Mechanical or Electrical Engineer with more than 10 years of experience in the supervision of designs, building installations and infrastructure projects	20

3	Structural 1	University-degreed Civil Engineer with more than 15 years of experience in the preparation and / or control-review of the structural design of buildings projects, one of which to be a hotel and / or a tall building	20
4	Structural 2	University-degreed Civil Engineer with more than 10 years of experience in the elaboration and / or review of structural designs of buildings projects, one of which should be a hotel	12
5	Geotechnical Engineer	University-degreed Civil Engineer with more than 15 years of experience in elaboration and / or review of geotechnical designs of large buildings projects	18
6	E/M Engineer 1	University-degreed Mechanical or Electrical Engineer with more than 15 years of experience in the elaboration and / or review of E / M Designs of building projects, one of which should be a hotel and / or a tall building	30
7	E/M Engineer 2	University-degreed Mechanical or Electrical Engineer with more than 10 years' experience elaboration and / or control of E / M Designs of building installations	30
8	Hydraulics Engineer	University-degreed Civil or Surveyor Engineer with more than 15 years of experience in the preparation and / or review of sewage-drainage designs, water supply designs and effluent sewage	24
Г	Constructions' Supervision Team		
1	Engineer 1	University-degreed Architect or Civil Engineer with more than 15 years of experience in supervising construction of complex building projects	24
2	Engineer 2	University-degreed Civil Engineer with more than 15 years of experience in supervising construction of complex building projects	24
3	Engineer 3	University-degreed Architect or Civil Engineer with more than 10 years of experience in construction of complex building projects an/or tall buildings	24
4	Engineer 4	University-degreed Mechanical or Electrical Engineer with more than 15 years of experience in supervising construction of E/M networks	18
5	IT, control and automation Engineer	University-degreed Mechanical or Electrical Engineer with more than 15 years of experience in DCS, SCADA, IT systems	6

6	Engineer for the project's environmental requirements	University-degreed Environmental Engineer or university-level Environment Engineer with more than 10 years of experience in building projects and high nuisance facilities	12
7	Health and Safety Officer	University-degreed with more than 10 years of experience in in matters of Health and Safety of engineering projects	12
MINIMUM MONTHS OF EMPLOYMENT			474

It is clarified that the time (months) of employment of each person is cumulative and concerns the entire duration of Phase A of Development.

It is also noted that the minimum months are indicative, as any delays that are not subject to the control of the Concessionaire cannot be taken into account. For this reason, they are listed as minimum requirements and not as the basis for the calculation of the Financial Offer of the IE Bidders.

ANNEX I(b)

TEMPLATE OF SOLEMN STATEMENT REGARDING ORGANIZATION AND STRUCTURE OF PERSONNEL

SOLEMN STATEMENT

(article 8 of Law 1599/1986)

The accuracy of the data submitted with this declaration may be verified based on the archives of any other services (article 8, paragraph 4, of Law 1599/1986)

To the Concessionaire of the Project:

«CONCESSION AGREEMENT FOR THE GRANTING OF AN INTEGRATED RESORT CASINO LICENSE (EKAZ) IN THE METROPOLITAN POLE OF HELLINIKON – AGIOS KOSMAS»

I, the undersigned on this solemn statement,
....., residing in holder of No.
..... Police Identity Card / passport, issued on by,
acting herein as the representative of the [*legal person or consortium or joint venture*]
under the trade name, taking my own
responsibility and being aware of the sanctions¹ specified according to the provisions
of article 22, paragraph 6, of Law 1599/1986, declare that:

In case the [*legal person or consortium or joint venture*] I represent is nominated as
Independent Engineer, the latter will be bound:

- 1) for the organization and structure of their personnel in accordance with article 5.4 (vi) of IE Invitation
- 2) for full compliance with Project's requirements, as derived from the Tender Documents and the Draft IE Agreement.
- 3) for their compliance with the table of Annex I (a) of IE Invitation.

¹ "Whoever knowingly makes a false statement or denies or hides the truth in a written statutory declaration of article 8 is punished with imprisonment for at least three months. If the person committing these acts intended to reap benefit for themselves or for another person by injuring a third party or intended to injure another person, they are punished with imprisonment for up to ten years."

(place) _____ (date) _____ 202_

(signature)

ANNEX II

ΠΑΡΑΡΤΗΜΑ II (α) SUBFILE A' - PARTICIPATION DOCUMENTS								
TABLE OF PROJECTS PROVING THE EXPERIENCE OF THE IE BIDDER								
A/A	BIDDER NAME / BIDDER MEMBER NAME	PROJECT	COUNTRY OF PROJECT ESTABLISHMENT	DESCRIPTION OF IE OBJECT	PERIOD OF SERVICE PROVISION <i>[commencement date (MM/YY) & completion date (MM/YY)]</i>	PARTICIPATION PERCENTAGE IN THE INDEPENDENT ENGINEER	PROJECT OWNER/PRINCIPAL <i>[communication details or/and web link]</i>	PROJECT CONSTRUCTION BUDGET
1								
2								
3								
4								
5								
6								
7								
8								
...								

(date)

(signature)

ANNEX II(b)

Suggested position in the IE organization:	
Name:	
Date of birth:	
Education degrees:	
Years of general professional experience:	
Years of specific technical experience in services similar to those of the IE:	
Table of experience from participation in projects similar to the Minimum Works (short description of project and position) within the last decade:	
1. Project: Budget: Position in the Project:	
2.	

ANNEX III
TEMPLATE OF SOLEMN STATEMENT
REGARDING THE NON-APPLICABILITY OF EXCLUSION REASONS OF
ARTICLES 5.5.2 TO 5.5.9

SOLEMN STATEMENT
(article 8 of Law 1599/1986)

The accuracy of the data submitted with this declaration may be verified based on the archives of any other services (article 8, paragraph 4, of Law 1599/1986)

To the Concessionaire of the Project:

«CONCESSION AGREEMENT FOR THE GRANTING OF AN INTEGRATED RESORT CASINO LICENSE (EKAZ) IN THE METROPOLITAN POLE OF HELLINIKON – AGIOS KOSMAS»

I, the undersigned on this solemn statement
....., residing in holder of No.
..... Police Identity Card / passport, issued on by
....., acting herein as the representative of the *[legal person or consortium or joint venture]* under the trade name
....., taking my own responsibility and being aware of the sanctions² specified according to the provisions of article 22, paragraph 6, of Law 1599/1986, declare that:

1. The *[legal entity or each of the members of the consortium or joint venture]* that I represent is not in a state of bankruptcy, liquidation, receivership, termination of business or composition³. The *[legal entity or each of the members of the consortium or joint venture]* that I represent is not in a state of bankruptcy, liquidation, receivership, termination of business or composition, or in any similar

² “Whoever knowingly makes a false statement or denies or hides the truth in a written statutory declaration of article 8 is punished with imprisonment for at least three months. If the person committing these acts intended to reap benefit for themselves or for another person by injuring a third party or intended to injure another person, they are punished with imprisonment for up to ten years.”

³ The following sentence is deleted in case the legal person or consortium or joint venture are established in Greece.

situation arising from a similar procedure provided for by the national laws of⁴

2. The [*legal entity or each of the members of the consortium or joint venture*] that I represent is not the subject to proceedings for bankruptcy, liquidation, termination of business or composition⁵. The [*legal entity or each of the members of the consortium or joint venture*] that I represent is not the subject to proceedings for bankruptcy, liquidation, termination of business or composition, or any similar situation arising from a similar procedure provided for by the national laws of⁶

3. [The (*legal entity or each of the members of the consortium or joint venture*) that I represent and]⁷ the legal representatives and the administrators of the [*legal person or each of the members of the consortium or joint venture*] that I represent, as these are specified according to article 5.5.4 of the IE Invitation, i.e. the persons named below:

(a)

(b)

.....,

have not been convicted by a final sentence of a Greek or a foreign court, for:

- Participation in a criminal organisation, as defined in article 2, paragraph 1, of Framework Decision 2008/841/ΔEY of the Council of 24th October 2008, for the cure of organized crime (EE L 300 of 11.11.2008, p. 42) and the crimes of Article 187 of the Penal Code (criminal organization).Active ribery, as such is respectively defined in article 3 of the convention regarding the fight against corruption where officials of the European Communities or of the states-members of the union are involved (EE C 195 of 25.6.1997, p. 1) and in article 2, paragraph 1 of Framework Decision 2003/568/ΔEY of the Council of 22nd July 2003 for the cure of

⁴The first sentence of this paragraph shall be deleted where the legal person or consortium or joint venture are established abroad and the country of their establishment shall be entered.

⁵The same as in footnote No. 3.

⁶The same as in footnote No. 4.

⁷The phrase in brackets is deleted if the IE Bidder or its member is established in a country whose legislation does not provide for the criminal liability of legal persons.

bribery in private sector (EE L 192 of 31.7.2003, p. 54) as well as according to the applicable law [or the national legislation of the IE Bidder's country of establishment]⁸ and the crimes of Sections 159A (bribery of political persons), 236 (bribery of an official), 237 para. 2-4 (bribery of judicial officers), 237A para. 2 (influence trading - intermediaries), 396 para. 2 (bribery in the private sector) of the Penal Code.

- Fraud affecting the financial interests of the Union within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017) and the crimes referred to in Articles 159A (corruption of political persons); 216 (forgery), 236 (bribery of an employee), 237 para. 2-4 (bribery of judicial officers), 242 (false attestation, falsification, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (fraud related to grants), 390 (infidelity) of the Criminal Code and Articles 155 et seq. of the National Customs Code (Law 2960/2001, A' 265), when these are directed against the financial interests of the European Union or are linked to the infringement of these interests, as well as the crimes of Articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions for the criminal protection of the financial interests of the European Union) of Law 4689/2020 (Government Gazette A' 103).
- 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 purpose of money laundering or terrorist financing, amending 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

⁸ The phrase in brackets is deleted if the IE Bidder or its members are established in Greece.

referred to in Articles 2 and 39 of Law 4557/2018 (A' 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, to prevent and combat trafficking in human beings and to protect its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1) and the crimes of Article 323A of the Penal Code (trafficking in human beings).

- Terrorist crimes or crimes connected with terrorist activities, as defined, respectively, in articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017) or inciting or aiding and abetting or attempting to commit a crime, as defined in Article 14 thereof, and the crimes of articles 187A and 187B of the Penal Code, as well as the crimes of articles 32-35 of law 4689/2020 (A' 103).

4. The [*legal entity or each of the members of the consortium or joint venture*] that I represent has not committed any major professional misconduct.
5. The [*legal entity or each of the members of the consortium or joint venture*] that I represent fulfills obligations relating to the payment of social security contributions (primary and supplementary) in accordance with the applicable Greek legislation [and that it has paid to its contractors' organisation the contributions due until the time of the IE Tender]^{9 10}. The [*legal person or each of the members of the consortium or joint venture*] that I represent has fulfilled

⁹ The phrase in brackets is deleted if the IE Bidder or its members are not a legal person registered in the Register of Contractors' Enterprises (M.E.EII.).

¹⁰ The following sentence is deleted if the legal person or consortium or joint venture are established in Greece.

obligations relating to the payment of social security contributions according to the legislation of^{11,12}.

6. The [*legal person or each of the members of the consortium or joint venture*] that I represent fulfills obligations relating to the payment of taxes and dues, in accordance with the applicable Greek legislation¹³. The [*legal person or each of the members of the consortium or joint venture*] that I represent has fulfilled obligations relating to the payment of taxes, in accordance with the laws of¹⁴.
7. The [*legal person or each of the members of the consortium or joint venture*] that I represent is not subject to any legal restrictions as to its participation in the IE Tender on the date of submission of the IE Bids.
8. All my declarations set forth above are true. I am aware and accept that the truth of these statements may be verified at any stage of the IE Tender and that in case any of these declarations should prove to be untrue, apart from other legal consequences, the provisions of article 15.4 of the IE Invitation shall apply to the IE Bidder.

(place) _____ (date) _____ 202__

(signature)

¹¹ The first sentence of this paragraph shall be deleted where the legal person or consortium or joint venture are established only abroad and have no business activity in Greece, and the country of their establishment shall be entered.

¹² If the legal person or consortium or joint venture are established abroad and also have business activity in Greece, no sentence of this paragraph shall be deleted, the country of their establishment shall be entered in the second paragraph, and the relevant declaration shall refer to both their country of establishment and Greece.

¹³ The same as in footnote No.10.

¹⁴ The same as in footnotes No. 11 and 12.

ANNEX IV

DRAFT LETTER OF GUARANTEE FOR THE PARTICIPATION IN THE IE TENDER

(place - date)

From: (Bank or Credit Institution according to the provisions of article 11 of the IE Invitation)

(the “**Bank**”)

To: «[details of the Concessionaire/Company]» (the “**Beneficiary**”)

LETTER OF GUARANTEE NO. _____ FOR EURO

Gentlemen,

1. We have the honor to inform you that we hereby irrevocably and unreservedly guarantee to you, waiving our right to object invoking the benefit of division and discussion, in favor of [_____ (*name*), *having its seat in the Municipality of _____, no. _____, _____ Street/consortium _____(name) and its members, i.e. (a) _____ (name), having its seat in the Municipality of _____, no. _____, _____ Street, (b)....., (c).....*]¹⁵ (the “**IE Bidder**”), up to the amount of Euro, to which our guarantee is restricted for the participation of the above-mentioned IE Bidder in the tender announced by the Beneficiary (the “**IE Tender**”), which shall be conducted on _____ and on any other date, in case of deferral, under the invitation to tender for the award of the project: **Provision of Independent Engineer Services for the Project: «CONCESSION AGREEMENT FOR THE GRANTING OF AN INTEGRATED RESORT CASINO LICENSE (EKAZ) IN THE**

¹⁵ Fill in as appropriate.

METROPOLITAN POLE OF HELLINIKON – AGIOS KOSMAS» (the “IE Invitation”)

2. This letter of guarantee only refers to obligations connected to the participation in the above mentioned IE Tender, undertaken by the IE Bidder and their members, according to the IE Invitation and throughout its duration.
3. This letter of guarantee shall be in force for an indefinite period from the IE Bid submission date and, in any case, until receiving your written notification that we can be considered waived from any obligation connected to it or until it is returned to us, and in any case, within the time restrictions set forth in the IE Invitation.
4. The amount indicated above shall remain at your disposal and shall be paid to you in whole or in part, without any pretext and any plea or objection and without examining whether your claim is substantiated within five (5) days after your written notification.
5. In the event of forfeiture of the guarantee, the amount of the forfeiture shall be subject to the fixed stamp duty applicable from time to time.
6. This letter of guarantee is governed by the Greek law and any discrepancy arising out of or relating to this letter of guarantee shall be subject to the exclusive jurisdiction of the courts of Athens.

[We hereby declare that all letters of guarantee, including this one, supplied by our Bank to the State and to legal entities of public jurisdiction and which are still in effect,

*without full coverage by bank counter-indemnity or by collateral security, does not exceed the limits set by the competent authority for our bank]*¹⁶.

Date 202_

On behalf of

[Bank]

¹⁶ Include, if applicable.

ANNEX V

DRAFT IE AGREEMENT

ANNEX VI

TEMPLATE OF IE FINANCIAL BID

_____ [Date]

To: [Details of Company/Concessionaire]

No 85, Messogion Ave.,

pc 11526, Athens,

Greece

Gentlemen:

The undersigned, acting herein as the representative of the IE Bidder with the trade name [.....] would like to bring to your attention that we would like to and may provide the services of Independent Engineer for the Project: **«CONCESSION AGREEMENT FOR THE GRANTING OF AN INTEGRATED RESORT CASINO LICENSE (IRC) IN THE METROPOLITAN POLE OF HELLINIKON – AGIOS KOSMAS»**, in accordance with the IE Invitation dated [date], the Tender Documents of the Project, the Draft IE Agreement and the rest of information which were notified to us and have been taken into consideration in order to draw up our offer.

Therefore, for the provision of Independent Engineer services for the aforementioned Project, we are hereby offering the below final and binding financial offer in the form of a lump sum:

(_____)

[Amount in words and number in euro] which (a) does not include VAT; and (b) includes the total of taxes, dues, fees and expenses necessary for the provision of Independent Engineer services, according to the aforementioned information.

The above offer shall be valid and binding against the Consortium for six (6) months as of the following day to the day of conducting the IE Tender and shall be automatically extended for a further six (6) months in case of unilateral extension by the IE Tender Committee, according to clause 10 of the IE Invitation.

Yours sincerely,

_____ [representative's signature]

_____ [name and title of signatory]:

_____ [name of IE Bidder]

_____ [address]

ANNEX VII

NDA

CONFIDENTIALITY AGREEMENT (NDA)

In Athens, today,

On one hand the [●],

On the other hand the [●],

agreed and mutually accepted the following:

With regard to the provision of information and data in relation to the invitation to submit tenders for the provision of Independent Engineer services (the "Purpose") in relation to the project "**GRANTING OF AN INTEGRATED RESORT CASINO LICENCE (IRC) IN THE METROPOLITAN POLE OF HELLINIKON – AGIOS KOSMAS**", (the "Project"), the Parties intend to disclose to each other some confidential, non-public information. In order for the Parties to disclose such information to each other, they hereby agree to handle any information relating to the Company and/or the Project and/or the Purpose, which is provided to them now or in the future (hereinafter referred to as "Confidential Material"), in accordance with the provisions of this agreement (the "Agreement") and to take or omit all actions specifically provided herein. For this Agreement, the term "Representative" of a Party includes all shareholders, owners, partners, members, directors, managers, employees, officers, representatives or advisers of that Party (including but not limited to its attorneys, accountants, financial advisors and other advisers).

The Confidential Material, whether made available to the Parties at the date of this Agreement or thereafter and whether it is classified as confidential or not, includes, without limitation, the following: (i) commercial, business, financial, legal, technical, operational, administrative, commercial or other information (including trade secrets, know-how, customer and supplier information); the business opportunities and future plans for the project and/or the purpose and/or the Company) in whatever form they are provided or received by you and your Representatives (orally, in writing, magnetically, electronically, digitally or in any other form), which are directly or indirectly related to the Project and/or the Purpose and/or the Company and are disclosed or made available to the Parties and their Representatives directly or indirectly, expressly including the originals or copies of all reports; analyses, notes, interpretations, collections, data, studies, explanations and/or other materials in any way containing or reflecting or derived from such information and (ii) all notes, analyses, collections, studies, reports, interpretations, explanations or other documents processed by the Parties or their Representatives and which contain, reflect or are based in any way, in whole or in part, on the information provided to the Parties or their Representatives, as provided herein.

No right or license is granted to the Parties or their Representatives in relation to the Confidential Material except as expressly provided in this Agreement, and the Confidential Material shall in any event remain the exclusive property of the Party, which notifies it to the other Party.

The Confidential Material shall not include information which: (i) is or is made widely available with the exception of that which is made known to the public by acts or omissions of a Party or its Representatives in violation of the provisions hereof, (ii) was already in the possession of a Party before being disclosed to it by the other Party or its Representatives; as provided herein, provided that the disclosure of such information is not known to it as contrary to any agreement or general obligation of confidentiality in relation to such information or (iii) it is made available to the Parties or their Representatives by third parties on a non-confidential basis.

Unless otherwise provided herein, the Parties specifically agree and agree that they will keep the Confidential Material strictly confidential and will not disclose it to third parties and will not disclose it in any way. Each Party may, however, make any disclosure to third parties of the Confidential Material received from the other Party, provided that the latter has previously granted it its special and written consent in this regard, and/or communicate the Confidential Material to its Representatives who must have knowledge of it for the purposes of the Purpose and who have previously agreed in writing that the terms of this Agreement are binding on them, as if they were equally contracting to the present. Also, each Party specifically agrees and agrees hereby that it remains liable to the other Party for any violation of the terms hereof by any of its Representatives for any reason and cause.

Furthermore, each Party hereby undertakes and agrees on behalf of itself and its Representatives that: i) it shall use the Confidential Material solely for the purposes hereof in the context of the Purpose and for no other reason and purpose, (ii) shall keep the Confidential Material in a safe place, appropriately protected from theft; damage, loss and/or unauthorised access (including, but not limited to, access by electronic means) and iii) keep the Confidential Material and/or any related material that reproduces or incorporates the Confidential Material and/or other related documents separately from its own confidential information. Without prejudice to the foregoing, each Party undertakes to take all reasonable and necessary measures, acting with caution, in order to keep the Confidential Material strictly confidential, applying in relation to the Confidential Material the same security measures and to the same degree of caution as it applies in the management and storage of its own confidential information and data.

In the event that any Party or any of its Representatives requests or is required to disclose the Confidential Material, all or part thereof, in compliance with any provision of applicable law and/or any regulations of brokerage authorities or on the order of any governmental or regulatory or administrative authority or following a relevant decision of a court (e.g. through oral questions, written questions, requests for information or documents in the context of judicial proceedings or civil investigation proceedings or other similar proceedings), they must, if permitted by law, notify the other Party in writing of any relevant request, in order for the latter to take interim measures or any other appropriate means and/or waive the provisions hereof. In any event, each Party

undertakes on behalf of itself and its Representatives to disclose only that part of the Confidential Material required by law and will make every reasonable effort to ensure all necessary safeguards in order for the Confidential Material provided to be kept and maintained strictly confidential.

Upon termination of the Purpose or after the termination of this Agreement or after a relevant written request by any of the Parties, each Party shall immediately deliver to the other Party or destroy, to the extent practicable, all Confidential Material (and all copies thereof) received by it or its Representatives from the other Party, in accordance with this Agreement, and shall certify this in writing, unless the Confidential Material needs to be retained for legal purposes, regulatory or other controls; in this case, the confidentiality obligations will continue being in force indefinitely. In the event of the return or destruction of the Confidential Material prior to the termination of this Agreement, each Party shall continue to bear the obligation of confidentiality and all other obligations arising therefrom for the duration thereof.

Neither Party hereby provides the other Party with any warranties or assurances, express or implied, as to the accuracy or completeness of the Confidential Material. Nor shall neither Party be liable or assume any liability hereunder towards the other Party in respect of the use or results or any consequences of the use of the Confidential Material or any errors or omissions associated with it.

The rights and means available to the Parties under this Convention exist and apply in addition to the other rights and means available to them by law. Each Party hereby acknowledges and unreservedly accepts that its disclosure of the Confidential Material in violation of the terms of this Agreement will cause the other Party irreparable and ongoing damage, for which monetary damages are insufficient and that the latter is entitled to take injunctions and any necessary measures in the event of a breach and/or threat of breach of the terms hereof and/or to take enforcement measures. and/or any security and compensation measures at its sole discretion.

No omission, delay or any leniency on the part of any Party shall be construed as a waiver and no single or partial exercise of any right or remedy by any Party may and shall not affect or limit the further exercise or enforcement of any such right or remedy.

The Parties agree that unless and until a subsequent agreement or agreements regarding their business cooperation between them are executed and delivered to the other party, neither Party shall be subject to any legal obligation to the other in any form with respect to the Purpose, other than their contractual obligations under this Agreement.

If for any reason any provision of this Agreement is or becomes invalid, illegal or unenforceable or is held by any competent court or any other authority as invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions is not affected in any way, and the Parties hereto shall negotiate with a view to agreeing on one or more provisions capable of replacing the invalid, unlawful or unenforceable provision, with content as close as possible to such an invalid, illegal or unenforceable provision.

The applicable law for the interpretation of the terms hereof and for the settlement of disputes arising is Greek law. Each Party irrevocably agrees that the courts of Athens shall have exclusive jurisdiction to settle any dispute and resolve any dispute arising out of or in connection with this Agreement.

This Agreement does not negate the obligation of the Parties to comply fully with their obligations under data protection law.

This Agreement has an indefinite duration.

This Agreement was concluded on the date first above written.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between them to that effect.

Signature: Name and surname: Title:	Signature: Name and surname: Title:
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ANNEX VIII

AWARDING DOCUMENTS

In order to approve the result of the IE Tender and awarding the IE Contractor, the Lowest IE Bidder or, in case of a consortium, each member thereof, must submit to the Consortium according to clause 16.1 hereof, the following certificates and other documents::

- i. For the cases of articles 5.5.2 and 5.5.3 of this IE Invitation, recent (issued within the last trimester) documents issued by a competent court or administrative authority of the country of domicile of the Lowest IE Bidder, proving that these conditions are met.
- ii. Regarding the case of article 5.5.4 of this IE Invitation and for each one of the Lowest IE Bidder's lawful representatives (or the members thereof, in case the Lowest IE Bidder is a consortium), at the time of submission of the documentation, a recent (issued within the last trimester) criminal record extract or in case of foreign persons, a similar document by a court or administrative authority of their country of domicile, at the time of submittal of the supporting documents. In case the criminal record extract submitted according to the above is not clear, either a Solemn Statement or sworn statement before notary public shall be also submitted of the person for whom the respective extract was issued, specifying the offenses for which the penalties referred to in this extract have been imputed. The Lowest IE Bidder (or their members, in case of consortium) shall also submit recent (issued within the last trimester) legalization documents for the documentation of their lawful representatives (with general representation capacity) at the time of submittal of the associated supporting documents, in order to allow identification of the persons subject to the requirements of producing respective criminal record extracts. In case there is no alteration with respect to the lawful representation of the Lowest IE Bidder or their members (in case of consortium), a pertinent Solemn Statement by the lawful representative shall be submitted.

- iii. For the cases of articles 5.5.6 and 5.5.7, a recent (issued within the last trimester) certificate issued by a competent authority and the competent social insurance agencies of the state of establishment of the Temporary IE Contractor. In case a foreign company has been permanently established or conducts business in Greece, then the required certificates must be submitted according to the provisions of the Greek legislation.
- iv. For the cases of article 16.3, document of joint venture establishment.
- v. Certification of insurance issuance of the Temporary IE Contractor (in case of a consortium, for the established joint venture), according to the provisions of article 10 of the Draft IE Agreement.

The above documents and supporting information shall be valid on the date of their submittal to the Consortium.

The submittal of Awarding Documents is subject to the provisions of articles 6.5 up to and including 6.8 of this IE Invitation.