

International Tender for the Build Operate Transfer (BOT) concession of the centralized infrastructure of Fuel Farm with Hydrant Refueling system facilities of the New International Airport of Heraklion Crete (“Tender”)

Summary of the Request for Proposals (“RfP”) issued on 29th July 2024

1. Details of the company issuing the RfP

Name	International Airport Heraklion Crete S.A. (IAHC)
Postal Address	109 – 111 Mesogeion Avenue
City	Athens
Postal Code	11526
Country	Greece
Tel.	216 2000716
E-mail	prc-info@iahc.gr
Contact person	Spyridoula Paxinou
URL	https://www.heraklion-airport.gr/

2. Scope of the Tender

Following the International Open Tender for the implementation of the Project “Design - Construction - Financing - Operation - Maintenance and Exploitation of the new International Airport of Heraklion Crete and Design - Construction and Financing of the Road Connections” IAHC has entered into the relevant Concession Agreement with the Hellenic Republic, ratified by the Greek Parliament by Law 4612/2019, Government Gazette A' 77/23.05.19 (“the Airport” and “the Airport Concession Agreement”). The Airport is located in the center of Crete, a 25-minute drive away from Heraklion, via the Northern Road Axis (BOAK).

For the construction of the Airport, IAHC has entered into a Construction Agreement with the Constructor, as provided in Article 15 of the Airport Concession Agreement.

IAHC is going to grant a single Airport Right to the Preferred Tenderer (Fueling Concessionaire), pursuant to Article 8.2 of the Airport Concession Agreement, in relation to the development, including the construction, and operation of the Fuel Facility. Such single Airport Right shall be effective until 6 February 2055 starting from the signature date of the Fuel Facility Concession

Agreement (FCA) to be entered into between IAHC and the Fueling Concessionaire, draft of which shall be annexed to the RfP.

The Fueling Concessionaire will undertake to finance and carry out the construction of the Fuel Facility in accordance with the Fuel Facility Design Study, annexed to the RfP, as well as to operate the Fuel Facility in accordance with the provisions of the Airport Concession Agreement and the FCA.

Particularly as regards to the Fuel Facility construction, the Fueling Concessionaire is expected to enter into the Fuel Facility Construction Agreement (FFCA) with the Constructor, draft of such FFCA shall be annexed to the RfP, to accept the Already Completed Works, as defined in the RfP, to pay for such Already Completed Works, as included in Annex 2 of the RfP, and undertake the construction of the remaining works of the Fuel Facility from that point up to completion.

3. Fuel Facility Brief Description

The Fuel Facility shall receive, store, and distribute Aviation Fuel to aircraft in need of refueling. It is tailored to meet the refueling demands of the IAHC for a continuous period of 5 days, including accommodating peak demand in 2032, according to Fuel Facility Design Study.

Fuel will be transported to the facility via road tankers from the Fuel Suppliers' terminals in Crete, Linoperamata port. These tankers will unload the fuel into storage tanks using truck offloading islands equipped with offloading pumps and custody transfer flow metering skids.

The Fuel will then be stored in dedicated vertical cylindrical cone-down steel tanks with fixed roofs, designed according to EN 14015 standards. The number of tanks installed will ensure at least one tank is dedicated to supplying the hydrant for aircraft fueling operations, one for fuel receiving, and one for settling or maintenance.

Distribution of Fuel from the storage tanks to the aircraft will be facilitated through hydrant pumps and an underground hydrant system piping network installed beneath the apron. This network will transfer fuel to specific hydrant pit valves, where hydrant dispensers will connect to uplift and transfer fuel to aircraft. General Aviation aircraft will be serviced by refueler trucks.

A comprehensive description of the Fuel Facility and plans for further expansion are outlined in the Fuel Facility Design Study.

4. Participation related Financial Obligations

a) VDR Access and Relevant Fee

Interested Parties will be able to receive information about the Tender by accessing the VDR, which contains the Tender Documents, including the full RfP along with its Annexes, in digital form and other supporting information, after having paid a non-refundable fee of one thousand Euros (€1.000€) at the following IAHC's bank account in Greece, indicating a reason for the deposit "VDR Access Fee for Fuel Concession Tender":

Bank: National Bank of Greece

IBAN: GR6201101040000010400587852

SWIFT: ETHNGRAA

Each Interested Party shall be required to send an email to prc-info@iahc.gr, attaching thereto the bank receipt for the payment of the above fee, as well as (a) the VDR Terms of Use, (b) the Confidentiality Statement, and (c) the Consent Form for Personal Data Processing, as attached hereto as Annexes. In order to gain access to the VDR, each Interested Party must duly complete, sign and return by email to IAHC the above three documents. In the event of an Association of Persons the above-mentioned documents shall be signed by each of its members.

In case of failure to do so, no access to the VDR will be provided, while the relevant fee will not be refundable.

b) Participation Bond/ Participation Deposit

Tenderers will be requested to submit, with their Offers, a Participation Bond of five hundred thousand Euros (€500.000), to be returned in accordance with the terms and conditions of the RfP. Instead of submitting a Participation Bond as per the above, Tenderers have the option to deposit an equal amount into an IAHC's bank account in Greece.

5. Participation Requirements

Legal entities or Association of Persons (i.e. more than one legal entity, including joint ventures or

consortia, who jointly submit an Offer, regardless of whether they have a specific legal form) may participate in the Tender and submit Offers as long as they cumulatively meet all eligibility, personal status, economic & financial, technical & professional ability criteria, as outlined in detail in the RfP.

All Tenderers must primarily ensure two fundamentals:

- technical competency, covering areas of construction, testing & commissioning, operation, and maintenance of the Fuel Facility, and
- financial efficiency, by means of a robust business plan, including construction funding.

In this context, IAHC seeks to appoint a Fueling Concessionaire with the capacity and experience in:

- i. designing, constructing, testing & commissioning, providing operation and maintenance, and where needed, carrying out future expansion and modifications of the Fuel Facility. It is noted that any Into-plane administration spaces (i.e. offices and storages) are excluded.
- ii. financing of the Fueling Concession (including the construction of the Fuel Facility),
- iii. cultivating a strong safety culture and ensuring environmental protection,
- iv. collaborating with stakeholders to ensure efficiency in Fuel delivery to aircraft, as well as to facilitate the use of SAF and/or any other future developments in the aviation energy industry,
- v. facilitating financially attractive and effective fuel storage and distribution within the on-Airport logistics chain,
- vi. proposing a properly determined Throughput Fee (including Airport Company Rental Fee), taking into account the applicable regulatory requirements,
- vii. providing transparent pricing and adopting an open book policy vis-à-vis IAHC's oversight mechanism.

Offers will be submitted as provided in the RfP and shall be divided in three folders, i.e. Participation Documents, Technical Offer and Financial Offer. Offers shall remain binding and valid for six (6)

months from the Offer Submission Deadline. Tenderers may be required by IAHC to extend the validity of their Offer for an additional six (6) month period, at their own expense.

6. Tender's Timeline

Following the release of the present, the critical dates for the Tender, as described in detail in the RfP, are the following:

1. Period for onsite visits: from August 27th to August 29th, 2024,
2. Request for scheduling an onsite visit: at least three (3) business days in advance of the desired visit date,
3. Deadline for submitting clarification requests: September 2nd, 2024,
4. Deadline for provision of clarifications: September 23rd, 2024,
5. Period for consultation/ negotiation phase with the Constructor: from September 24th to October 4th, 2024,
6. Deadline for the provision of the Final Construction Cost by the Airport Company: October 11th, 2024,
7. Offers Submission Deadline: October 21st, 2024.

IAHC reserves its right to amend the above dates at its discretion, updating the VDR accordingly.

7. Evaluation of Offers

During the evaluation process, the Offers will be assessed in the following three phases:

- Participation documents fulfilment verification (pass or fail evaluation criteria),
- Technical Offer evaluation with Overall Weight Factor 80% and the 60% threshold set for qualifying to the next phase, i.e. the evaluation of the Financial Offer, (meaning a minimum of 48% on the Total Score),
- Financial Offer evaluation with Overall Weight Factor 20%.

Successful completion of each phase is mandatory for the progression to the subsequent phase. The evaluation of the Tenderers' Offers will be based on a formula that combines the scores derived from the Technical Offer and Financial Offer evaluations, as outlined in the RfP.

8. Governing Law

The Tender shall be governed by the laws of Greece. The courts of Athens, Greece, shall have exclusive jurisdiction in relation to any dispute or claim arising out of in connection with the Tender.

9. Language

The Tender Documents shall be either in Greek or in English. In case both Greek and English versions are available, in the event of a discrepancy between them, the Greek version shall prevail.

All communications to and from IAHC shall be in English.

Details regarding the language in which the Offers should be drafted are included in the RfP.

10. Disclaimer

By submitting an Offer for the Tender, the Tenderer acknowledges and agrees that all costs associated with the preparation of submission materials and any related expenses, including travel costs, are solely the responsibility of the Tenderer. IAHC will not be liable for any costs or expenses incurred by the Tenderer under any circumstances.

Additionally, IAHC will not cover any costs incurred by the Tenderer even if IAHC decides to cancel, postpone, or not proceed with the Tender, in accordance with the provisions outlined in the RfP.

ANNEXES

[to be duly completed, signed and returned by email to IAHC]

(a) VDR Terms of Use

(b) Confidentiality Statement

(c) Consent Form for Personal Data Processing

Terms of use of the Virtual Data Room (VDR)

1. Definitions

- 1.1. **“Data”**: the content of the VDR
- 1.2. **“Terms of Use”**: the present set of rules governing access and use of the VDR by each Interested Party.
- 1.3. **“User”**: the Interested Party who has signed the Confidentiality Statement and the Consent Form for the Processing of Personal Data and has gained access to the VDR.
- 1.4. **“Virtual Data Room”** or **“VDR”**: the online data room where the Tender Documents and other information to be delivered to the Interested Parties by IAHC shall be stored in digital format, in accordance with the particular provisions of clause 2.1.2 of the RfP, subject to payment of the VDR Access Fee.
- 1.5. **“VDR Provider”**: IAHC is the VDR service provider.

2. Use of the Virtual Data Room (VDR) and its contents

- 2.1. The Terms of Use apply to each access to the VDR by any User and each User has to accept and comply with them. The use of the VDR by any User means acceptance of the Terms of Use.
- 2.2. Access to the VDR can be denied to those Users who do not adhere to the Terms of Use.
- 2.3. The Data is Confidential Information, according to the meaning of the Confidentiality Statement which was signed by the User.
- 2.4. The Data is provided solely for informational purposes and in any case IAHC does not guarantee the accuracy, completeness, correctness or adequacy or updating of the Data.
- 2.5. IAHC as well as their executives or employees, bear no responsibility towards any person resulting from the use of the Data by that person or from the fact that the person was based on any information or any oral or other communication about these Data.
- 2.6. The Data, or a part of them, are not in any way considered a proposal, offer or a commitment for the contractual agreement on behalf of IAHC.
- 2.7. IAHC may upload additional documents as well as modify or remove the uploaded documents in the VDR. Users shall regularly visit the VDR as it is their responsibility and care to check if additional documents have been uploaded, if any already uploaded documents have been modified or have been removed. In any case, IAHC is not required to upload additional or update uploaded Data, or to correct any inaccuracies or differences between the Data.

2.8. Under no circumstances shall communication with IAHC and its personnel in relation to the Data in any way other than through the VDR is permitted.

3. Access to the VDR and availability

3.1. Users gain access to the VDR with the consent of IAHC, after payment of the relevant fee provided in clause 2.1.2 of the RfP, which may be revoked without prior notice. IAHC may, at its sole discretion, refuse, suspend, terminate or restrict any User's access to the VDR without disclosing the reasons for the denial or termination of access. Subject to the above, the VDR is available until the Offer Submission Deadline and remains accessible at any day and time until the above-mentioned Deadline, except in cases where the VDR requires maintenance or where other interruptions required by the VDR Provider.

3.2. Users shall always comply with any request of the VDR Provider in relation to the VDR. Users, whenever requested to do so, shall comply with any security regulations and procedures required by the VDR Provider and with any request from the VDR Provider to disconnect from the VDR.

3.3. For the access to the VDR of the persons that each User wishes to have access to (User's personnel members), the following information shall be notified to IAHC: name and surname, working position/ job title of the User's employee in the User's business, the employee's mobile telephone number and e-mail address. The maximum number of people to which access to VDR may be granted is 5 per User. Upon receipt of the above mentioned details from IAHC, User accounts will be created for the persons concerned and these persons will be notified via email for the creation of the User account and for the login details to the VDR.

3.4. If the User withdraws from the Tender, access to the VDR will be terminated, while the User will continue to be bound by the Confidentiality Statement, in accordance with the provisions included therein.

3.5. IAHC is not under any obligation or responsibility to respond or provide Data.

4. Data management and security

4.1. If any document contained in the VDR is printed, it is deemed that this printed copy of the document is also covered by these terms, the terms of the Confidentiality Statement and the terms of the RfP.

4.2. Users visit and use the VDR on their own responsibility. IAHC shall not bear any responsibility for damage caused arising as a result of the access to or loss of access to the VDR.

4.3. Subject to the terms of the Confidentiality Statement each User is required to ensure that it will visit the VDR in such a manner and in such circumstances that the VDR and Data are not accessible

to persons who do not have such right according to this Annex and the Confidentiality Statement.

4.4. Users are required not to import any computer virus, Trojan horse, worm virus or other destructive code into the VDR or VDR systems.

4.5. IAHC may monitor and record details of visits and use of the VDR at any time and for any reason and purpose.

5. Disclaimer

No liability is accepted by IAHC or its personnel for any damage that may be caused to a computer, computer system or other device or system which may be used to gain access to the VDR or any damage caused to a software or to a file stored in a device due to the use of the VDR. Each User shall use the VDR on his own responsibility.

By signing below, you acknowledge that you have read, understood and agree to these Terms and Conditions of Use.

The Interested Party

[Signature]

[insert corporate name of the Interested Party]

Represented by

[Signature]

[insert the name/surname of the Representative]

Date:



CONFIDENTIALITY STATEMENT

regarding the International Tender for the Build Operate Transfer (BOT) concession of the centralized infrastructure of Fuel Farm with hydrant refueling system facilities of the New International Airport of Heraklion Crete

To:

IAHC

I, the undersigned, acting under my capacity as the legal representative of the company with the corporate name, having been incorporated under the laws of, with Registry No., having its registered seat at (hereinafter the “Company”), unreservedly declare that:

1. From the date of this Statement and for two (2) years from the signing hereof, the Company, its executives, employees or third parties that it controls or persons related to it (hereinafter referred to as the “Recipients”) to the extent that they receive Confidential Information (including but not limited information relating to IAHC, the Airport, the Airport Concession or the Fueling Concession): (a) shall hold the Confidential Information strictly confidential, (b) shall only disclose that Confidential Information (where there are grounds for doing so) to those executives, employees, lawyers, professional advisors, financial institutions and associates, who justifiably need to know about that Confidential Information in order to make a specific decision on the Tender (and these persons shall agree in each case not to further disclose that Confidential Information) or as the law requires, (c) shall use the Confidential Information solely for determining whether to proceed with the Tender referred to herein, and (d) shall immediately return to IAHC or destroy the Confidential Information (and any copies thereof) following a request to that effect from IAHC. Moreover, the Company commits itself to take appropriate measures to preserve the confidentiality of confidential information.

2. However, Confidential Information will not include information that: (a) is or becomes, in general, available or known to the public, except as a result of disclosure by the Recipient (e.g. when it is posted on HGC’s website), (b) was available or known to the Recipient on a non-confidential basis, before it was provided by IAHC or (c) becomes available or known to the Recipient on an non-confidential basis from another person not bound in any manner by the

confidentiality agreement with IAHC or who is not prohibited in any other manner from conveying the said information.

3. The term "person" in this Statement shall be interpreted in the broadest possible sense to include without limitation any natural or legal person and any association of natural or legal persons.

4. IAHC does not provide any express or implied warranties about the Confidential Information, including, but not limited, to warranties about the accuracy or completeness of the Confidential Information and is not liable to any Recipient in relation to how the Confidential Information is used by the Recipient.

5. This Confidentiality Statement is binding on the Company, its representatives, successors and persons authorized by it, and shall be valid in relation to IAHC, its representatives, successors and the persons authorized by IAHC.

6. This Confidentiality Statement is governed by the laws of Greece and the courts of Athens, Greece, shall be exclusively competent in relation to this.

For the Company

[Signature]

[Name/ Surname]

[Date]

INFORMATION – CONSENT FORM FOR PERSONAL DATA PROCESSING

I. Information

A. IAHC notifies the individuals, who sign the Confidentiality Statements and/or the Offers, that IAHC or third parties, at the request and on behalf of the IAHC, will process all data, including personal data, such as identification and communication data, which are submitted to IAHC during the Tender process.

B. Processing purpose. The processing purpose is the evaluation of the Offers, the conduct and the progress of the Tender, the safeguarding of the public interest and the rights of IAHC and the Greek State, the security and protection of transactions in general, the prevention of fraud against IAHC, as well as the notification of the Interested Parties about the evaluation of the submitted Offers.

C. Data Recipients The recipients of the above (under paragraph A) mentioned data to whom these will (or may) transmitted are the following:

1. IAHC and its personnel
2. The Evaluation Committee
3. Persons in which IAHC has entrusted the execution of a specific mandate on behalf of IAHC (processors), i.e. legal advisor, financial advisor, technical advisor and all other advisors to be appointed by IAHC for the Tender
4. The service provider of the Virtual Data Room (VDR)

II. Data retention period

The data referred to in subparagraph IA may be retained for as long as is necessary to fulfill the purpose of the processing. In any case, with respect to the personal data of the Interested Parties / Tenderers, these may be retained for a period of two (2) years from the expiration of the Offer Submission Deadline.

III. Exercise of rights

1. Individuals acting as legal representatives of the Interested Parties have the right to know which personal data are submitted for process or processed, to oppose or raise objections to the processing of the data concerning them and to request the erasure of their data. For the exercise of those rights, interested persons may contact in writing IAHC.

2. The exercise of the above-mentioned rights does not relieve the Interested Parties from their

obligations arising out from their participation in the Tender.

3. IAHC reserves the right to deny the request of any person for the erasure of its data if the retention of the data is necessary for IAHC to comply with its statutory obligations or for the performance of tasks carried out in the public interest or for the fulfillment of public interest purposes or for the establishment, exercise or support of legal claims or any claims by third parties.

IV. IAHC's Obligations

IAHC has the obligation to take all reasonable measures to ensure that confidentiality requirements are met, that personal data are safely processed and that personal data are protected against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such personal data as well as from any kind of illegal processing.

V. Consent

I have signed a Confidentiality Statement as the legal representative of] [name of the legal entity] ("Company").

Having read and understood the above-mentioned under paragraphs I - IV, I hereby give my unreserved consent to the processing of the above mentioned personal data for the purposes mentioned in subparagraph I.B of this form.

The Company's consent is valid concerning any relation with IAHC from now until any termination or revocation of it.

Withdrawal of this consent can be made under a relevant statement addressed to IAHC which will have effect for the future.

For the Company

[Signature]

[Name/ Surname]

[Date]