

*DRAFT*

**General Terms of Tender<sup>1</sup>**

**for open tenders with the right of counter-offers  
through the website  
[www.e-publicrealestate.gr](http://www.e-publicrealestate.gr)  
for the lease of properties**

**Athens, 23/05/2019**

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<sup>1</sup> Please refer to the Greek version of the Tender Notice, which is the official one

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## 1. Introduction

- 1.1 The Hellenic Public Properties Co. ("**HPPC**") conducts electronic tenders for the lease of properties exclusively through the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) following the procedure (the "**Tender Procedure**") described in this document (the "**General Terms of Tender**") for the information of the interested parties (the "**Interested parties**"), the description of the terms for the participation in the selection process of any Interested parties who wish and meet the relevant criteria (the "**Participants**") and the nomination of the Participant (the "**Contractor**"), that will rent each Property.
- 1.2 After the completion of the Tender Procedure, the HPPC will lease to the Contractor the respective Property (the "**Transaction**"), under a lease agreement which will be signed for this purpose (the "**Lease Agreement**").

## 2. Key terms of the Tender Procedure and the Transaction

- 2.1 The properties, to which the present General Terms of Tender refer, will be determined from time to time in individual notices of the HPPC (the "**Properties**"). For each Property, the HPPC will publish the special terms regarding the Tender Procedure and the Transaction of each Property ("**Special Terms of Tender**") on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).
- 2.2 The time milestones of the Tender Procedure of each Property, the "**Opening Price**", i.e. the amount of the minimum offered rent for that Asset, and the "**Step**" of the Tender, i.e. the minimum increase of each Offer on the maximum existing Offer for the said Property, will be determined in the Special Terms of Tender of each Property.
- 2.3 The rent for each Property will be paid as provided for in the Special Terms of Tender of each Property.
- 2.4 Overview of the Tender Procedure
  - (i) It is emphasized that the Tender Procedure will be conducted exclusively through the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) with the successive electronic submission of counter-offers (electronic auction) during the period of submission of Offers. During this period and until its expiration, the Participants will have the opportunity to watch in real time the highest offer so far and to counter-offer, during the specified Step of the Tender, a higher price, following the procedure described in detail at <https://www.e-publicrealestate.gr/διαδικασία-διαγωνισμών>.

- (ii) A prerequisite for participation in the Tender Procedure of each Property is the registration of the Interested party and the receipt of a relevant password on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr). **It is not allowed to submit an offer without prior registration.**
- (iii) The selection of the Contractor for each Property will be made with the sole criterion being the highest offered rent, as described in Article 5.
- (iv) After the nomination of each Contractor by the competent body of the HPPC, the HPPC and each Contractor will proceed to the conclusion of the Lease Agreement for the respective Property, in accordance with the relevant Special Terms of Tender.

#### 2.5 Period of validity and conditions for submission of Offers

- (i) Offers shall remain valid for a period of sixty (60) days after submission. The HPPC may, by unilateral written statement to Participants, extend the validity of the submitted Offers by thirty (30) additional days. In case the validity of the submitted Offers is extended, the HPPC may, with a simple written request to the banking institution that has issued the Tender Guarantee, before its expiry date, request the extension of its validity until it expires at least 30 days after the expiration of the validity of the respective Offer. Any further extension will be made upon written agreement of the parties.
- (ii) A Participant may be nominated as Contractor after the expiry of the Offer of the said Participant, subject to its written consent.
- (iii) The Terms and Conditions for Participation in the electronic tenders and the Electronic Tender Procedure of the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) are described at <https://www.e-publicrealestate.gr/όροι-και-προϋποθέσεις> and <https://www.e-publicrealestate.gr/διαδικασία-διαγωνισμών>. In case of non-compliance with these General Terms and Conditions, the present General Terms of Tender shall prevail.
- (iv) The Documents of Participation in the Tender Procedure must be submitted in Greek, otherwise they must be accompanied by an official translation into Greek (a relevant certificate from a lawyer is sufficient).

- 2.6 The **Tender Guarantee** is defined in the Special Terms of Tender of each Property, has a duration of at least thirty (30) days longer than the validity period of the respective Offer (extended with the care and cost of the

Participant in case of extension of the Offer) and may be paid in the following ways:

- (i) by deposit in the HPPC's account with IBAN GR45 0171 0020 0060 0204 0031 710 in Piraeus Bank
- (ii) by a bank letter of guarantee, in accordance with Annex 2
- (iii) by bank cashier's check in favour of "Hellenic Public Properties Co".

The Tender Guarantee shall be returned to the Participants within thirty (30) days from the signing of the Lease Agreement, otherwise from the expiration of its validity, otherwise from the cancellation of the Tender Procedure by the HPPC, unless the Special Terms provide for the submission of a **Transaction Letter of Guarantee** of the submission of a **Transaction Deposit** to the HPPC. In the latter case, especially with regard to the Contractor, the Tender Guarantee shall be returned to the latter, after first submitting the **Transaction Letter of Guarantee** to the HPPC or submitting the **Transaction Deposit** to it. The Tender Guarantee may, at the absolute discretion of the HPPC, be offset against another debt or obligation of the Participant, at the request of the latter.

- 2.7 Information on each Property (the "**Information Material**") is provided on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr). The Information Material contains the available and notifiable data regarding the condition of each Property (e.g.: topographic diagram, reports of legal, technical and town planning status with the relevant certificates available). It is also possible to visit the Property on the days and hours to be fixed upon consultation with the HPPC. Interested parties may seek more information on how to access the information material and the arrangement of the visit to the Property in the Special Terms of each tender and/or on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).
- 2.8 **Interested parties are called upon to carefully review the General and Special Terms of Tender, the Information Material, as well as sections "Clarifications" and "Frequently Asked Questions" already posted and regularly updated on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).** Interested parties may address questions about the Property, as well as visit requests to HPPC Co. (via e-mail at [info@e-publicrealestate.gr](mailto:info@e-publicrealestate.gr) or by phone at +30 210 333 9711 - 9710 and +30 210 3339660). HPPC reserves the right not to respond to a question or request, which has been submitted less than two full business days before the deadline for the submission of Documents for Participation in the relevant Tender or has already been adequately answered in the General and Special Terms of Tender and the Information Material or has been posted in sections "Clarifications" and "Frequently Asked Questions" of the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).

- 2.9 **Each Property is rented “as it stands and where it is located”. It is up to the Interested parties to carry out a complete legal and/or technical inspection of each Property, which is of interest to them.** It is noted that the Information Material may be updated or modified, in which case the Interested parties already registered on the website shall be informed by email and a relevant notice shall be displayed on the home page and in the “Tender News” of the website. **Interested parties are urged to regularly check the website for possible updates or modifications of the Information Material for the Property, which is of interest to them.**
- 2.10 All information regarding each Property contained in the General and Special Terms of Tender and in the Information Material provided by HPPC to the Interested parties, aims to assist the Interested parties in the preparation and submission of their Offers. This material is provided for informational purposes only and on an indicative, not exhaustive, basis. No guarantee is provided for the accuracy, completeness or adequacy of the Information Material and HPPC, its consultants and the authors of the Information Material, are released from any responsibility for any inaccuracies, omissions or errors, which are not due to direct wilful misconduct on their part. It is assumed and agreed upon that Interested parties have conducted their own research and analysis of data on each Property, with the assistance of their own consultants. Moreover, **it is assumed and agreed upon that Interested parties have reviewed and are fully aware of the Information Material, as well as sections “Clarifications” and “Frequently Asked Questions” already posted and regularly updated on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr), to which they have access following the above procedure.**
- 2.11 Costs of Interested parties
- (i) Interested parties are solely responsible for any kind of costs they may incur for their preparation to participate and for their participation in the Tender Procedure.
  - (ii) The Interested parties shall participate in the Tender Procedure on their own independent decision and at their own risk and their participation shall not establish any claim or demand against HPPC.
- 2.12 All the appendices of these General Terms of Tender shall constitute an integral and essential part of them. These are:
- (i) the Solemn Declaration Template for Natural Persons (Annex 1A)
  - (ii) the Solemn Declaration Template for Legal Persons (Annex 1B)
  - (iii) the Tender Guarantee Template (Annex 2), unless the Tender Guarantee is paid in cash or bank cashier’s check
  - (iv) the Transaction Letter of Guarantee Template (Annex 3).

2.13 Applicable law and Jurisdiction

The Tender Procedure is governed by Greek law. Any disputes in relation to the Tender Procedure shall be resolved exclusively by the competent Courts of Athens.

### 3. Right of Participation

- 3.1 Eligible to participate in the Tender Procedure and to submit an Offer shall be all natural and legal persons, provided that they do not fall under any of the reasons for elimination listed below and that they comply with the rules of the Tender Procedure ("**Conditions for Participation**"). The Conditions for Participation of Interested Parties in the Tender Procedure are certified with the documents specified in paragraph 4 below ("**Supporting Documents of Participation**"). Interested parties who do not meet any of the Conditions for Participation or submit false or inaccurate Documents of Participation, shall be eliminated and shall not be able to further participate in the Tender Procedure.
- 3.2 Under penalty of elimination, natural or legal persons and associations of persons or joint ventures may not participate, directly or indirectly, in more than one Offer for the same Property as Participants or as members of Participants or as a third party providing financial support or in any other capacity whatsoever (e.g.: affiliated companies, shareholders or members of shareholders or members of a Participant, regardless of their holding, consultants, etc.). The above prohibition does not apply in the case of a direct or indirect participation not exceeding 5% of the share capital in a person whose shares have been listed for trading on a regulated market of a Member State of the European Union or of the European Economic Area or of the Organization of Economic Cooperation and Development.
- 3.3 Any Interested Party against whom there is a final conviction or an investigation has been conducted (or is being conducted) by the authorities of their place of residence or anywhere else shall be **eliminated from participating** in the Tender Procedure for one or more of the reasons listed below:
- (a) **participation in a criminal organization** as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300 of 11.11.2008 p. 42)
  - (b) **corruption**, as defined in Article 3 of the Convention on the Fight Against Corruption Involving Officials of the European Communities or Officials of Member States of the European Union, and in Article 2, par. 1 of Council Framework Decision 2003/568/JHA, and as defined in the national law of the contracting authority or economic operator

- (c) **fraud**, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48)
- (d) **money laundering**, as defined in Article 1(2) of Directive 2005/60/EC of the European Parliament and Council, of 26 October 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force
- (e) any of the offences of **embezzlement, fraud, extortion, forgery, fraud, bribery and fraudulent bankruptcy, false representation, as well as for a crime related to their professional activity or for a serious professional misconduct** that has been proven by any evidence.

For public limited companies and legal entities of a similar legal form which are active in different jurisdictions, the exclusion of criminal acts also applies to the chairman of the board of directors and the managing director (if any) under their articles of association or equivalent document. For all other forms of legal entities, the above elimination criteria will apply to each of their legal representatives.

- 3.4 Any Interested Party shall be **eliminated from participating** in the Tender Procedure when:
- (a) they are **bankrupt, in liquidation, in compulsory receivership, composition with creditors or they have ceased their business activities, or they are in any analogous situation** arising from similar proceedings under the law in their country of establishment,
  - (b) they are **the subject of proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, a composition with creditors or of any other similar proceedings** under national laws and regulations in their country of establishment.
  - (c) they **have not fulfilled their obligations regarding the payment of taxes, fees and social security contributions** (if any) in the country of their current establishment.
  - (d) they have overdue debts to the HPPC themselves in case they are natural persons or in case they are a legal entity, if themselves or their legal representative or a person related to the legal person, have overdue debts within the meaning of Article 42<sup>E</sup> of Codified Law 2190/1920.



#### 4. Supporting Documents for Participation

4.1 Whether Interested parties meet the Conditions for Participation or not is certified with the following Supporting Documents for Participation:

(i) **Identification/Legalization Documents**

- In case of a legal person: Company documents, which prove the legal establishment and operation, as well as the legal representation of the Interested party in the Tender Procedure (e.g. updated articles of association, relevant decision of the governing body, power of attorney for the submission of the Offer, other documents proving the representation of the Interested party). It is not required to ratify corporate documents published in the General Commercial Registry (GEMI).
- In case of a natural person: Copy of police ID or passport of the Interested party.

(ii) **Solemn declaration** of the Interested party in accordance with **Annex 1**, stating that the Interested party does not fall under any of the reasons for exclusion mentioned above (under 3.2, 3.3 and 3.4) and that, if nominated a Contractor, it will provide the relevant certificates (as listed below under 6.3) within twenty (20) days from its nomination.

(iii) **Tender Guarantee** for each Property for which the Interested party intends to submit an Offer, in accordance with the provisions of paragraph 2.6. In the event that the Tender Guarantee is provided by cash deposit, the relevant proof of payment shall be submitted and the desired bank account of the Interested party for the return of the Guarantee, as set out in the present General Terms of Tender, shall be declared. In the case of a bank letter of guarantee, its duration shall be longer by at least thirty (30) days from the validity of the Interested party's offer. The Tender Guarantee shall be issued by a bank or credit institution in accordance with the criteria set out in paragraph 6.2 below.

4.2 Eligible to participate in the Tender Procedure and submit an Offer are also consortia that have a Tax Registration Number and were subject to the publicity formalities, in order to participate in the Tender Procedure, but also associations which do not have legal personality between natural and/or legal persons, each of whom must meet the Conditions for Participation, which refer to the relevant General Terms of Tender (hereinafter the "**Joint**

**Arrangement**”). In this case, the Supporting Documents for Participation provided for in the General Terms of Tender must be submitted for each member of the Joint Arrangement, including a contract for the establishment of the Joint Arrangement (a private contract with the original signature of the signatory members or legal representatives is sufficient), which shall:

- (i) specify the legal representative of the Joint Arrangement towards the HPPC;
- (ii) specify a representative of the Joint Arrangement, who must be a resident of Athens and speak the Greek language, specifically authorized to receive all documents related to the Tender Procedure;
- (iii) specify the percentage of participation of each member in the Joint Arrangement;
- (iv) explicitly acknowledge that all members of the Joint Arrangement are jointly and severally liable to the HPPC in accordance with the obligations of the Participants provided for in the General and Special Terms of Tender;
- (v) explicitly state that the contract constitutes the full and final agreement of the joint arrangement members and that any change in the persons and participation of the members of the Joint Arrangement until the signing of the Lease Agreement is permitted only with the prior written consent of the HPPC, which may not be unreasonably withheld by the HPPC.

In the event that a Joint Arrangement is nominated a Contractor, in order to proceed with the signing of the Lease Agreement, it will have to take a corporate form with a notarial deed. The distribution of the participation rates in the company should be in accordance with the distribution stated in the contract for the establishment of the Joint Arrangement, which may change upon the Contractor’s request and at the absolute discretion of the HPPC.

In the case of a Joint Arrangement, the Participation and Transaction Letters of Guarantee shall be issued in its name and shall cover the joint and several liability of all its joint members, which are mentioned in the body of the Guarantee Letter, as follows: “*[The Bank guarantees in favour of] the Joint Arrangement under the name [\*] established [\*] as well as each of its members, i.e. [\* list of joint arrangement’s members and their address/registered office\*], for the sum of [...]*”. Moreover, in the case of a Joint Arrangement, the Participation and Transaction Letters of Guarantee may be covered by more than one Letter of Guarantee, provided that their sum is

equal to the total amount of the respective Guarantee, distributed to the members of the Joint Arrangement according to their participation rate therein. The above applies to each of the individual Letters of Guarantee.

- 4.3 **The Supporting Documents for Participation shall be submitted in person or by post** (with the sender being fully and exclusively liable for their late submission) **at the offices of the HPPC (7, Voulis Street, Athens, 2<sup>nd</sup> floor - "Registry Department")** unless a different place of delivery is specified in the respective Special Terms of Tender, no later than the deadline for the submission of the Supporting Documents for Participation, as set out for each Property in the respective Special Terms of Tender. The Supporting Documents for Participation shall be submitted in a sealed folder which cannot be opened without leaving any sign that it was opened, and which shall state on its outer side the code of the Property in question ("    , *property at [location/address]*", as referred to in the respective Special Terms of Tender) and shall clearly show the words "**SUPPORTING DOCUMENTS FOR PARTICIPATION**". Insignificant differences in the wording shown on the various folders shall not constitute a reason for elimination of the Offer, as long as the Tender code ("    ") is mentioned.

## 5. Procedure of Submission of Offers and Selection of Contractor

### 5.1 Evaluation procedure and criteria

- (i) The deadlines for submitting the Supporting Documents for Participation (including the Tender Guarantee) shall be determined in the Special Terms of Tender for each Property.
- (ii) When reviewing the Supporting Documents for Participation, the HPPC may, in its sole discretion, request clarifications from any Interested party and may allow the Interested party to submit additional documents or clarifications within a certain short period of time, in compliance with the principles of equal treatment and transparency.
- (iii) An Interested party whose Supporting Documents for Participation do not meet the Conditions for Participation or the present General Terms of Tender, shall be eliminated with a detailed mention of the reasons for their elimination in a relevant document, which shall be notified to them.
- (iv) The Interested parties whose Supporting Documents for Participation are considered complete and in accordance with the Conditions for Participation, shall be invited in writing ("**Invitation**") through their indicated e-mail address to participate in a training-trial virtual auction. Then, the electronic auction will be held on a specific day, i.e. the successive electronic

submission of financial offers and counter-offers ("**Offer**"). The Invitation, which will not indicate the number of Participants, will specify the **date** (which may not be less than five business days apart from the date of sending the Invitation) and the **hours** (which can not be less than three business hours) of the **electronic auction**, as well as any other parameters of the electronic auction (such as, for example, the activation of the "*Auto-Extend Anti-Sniping Option*", as set out below.

The Offers shall then be submitted through the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).

It is noted that a Participant is not required to submit an Offer.

Upon submission of the Offers, a **Proxy Bidding** option shall always be provided, which allows Participates to set the maximum price they are willing to offer at each auction. When a Participant activates this option, the system shall automatically offer prices equal to the last Offer submitted plus the Step of the Tender provided that the new price does not exceed the maximum price set by the Participant. The maximum Offer price of each Participant shall not be visible to the other Participants in the Tender.

Upon submission of the Offers, the "**Auto-Extend Anti-Sniping**" option shall be provided, i.e. if an acceptable Offer is submitted within the last five minutes from the end of the auction, the end of the Tender shall automatically be extended for five minutes from the time of submission of this Offer (with the possibility of successive five-minute extensions).

## 5.2 Nomination of Contractor

After the expiration of the time for the submission of Offers, a ranking table of the Participants shall be compiled in descending order (the "**Ranking Table**"), based on the amount of their respective Offers.

The Participant who will have offered the highest rent for each Property ("**Rent**") according to the Ranking Table, will be nominated as a "**Contractor**" for the respective Property by decision of the competent body of the HPPC, according to paragraph 6.2 below.

The identity of the Contractor, with a relevant reference to the Decision of the HPPC, shall be notified in writing to the Participants in the Tender Procedure for the said Property. It is indisputably presumed that each Participant consents, by taking part in the Tender Procedure, to the ex post publication of its Offer and identity.

## 6. Signing of the Lease Agreement

- 6.1 After the nomination of the Contractor, the HPPC shall send to the Contractor a draft of the Lease Agreement, which will contain the terms for the lease of the Property. It is also noted that eventual insignificant inconsistencies between any details provided in the Information Material (e.g. surface area stated in the legal and technical reports) shall not constitute a reason for postponing the signing of the Lease Agreement.
- 6.2 Within ten (10) business days from its nomination, the Contractor shall submit to the HPPC a letter of guarantee (the "**Transaction Letter of Guarantee**") or shall make a bank deposit (the "**Transaction Deposit**"), depending on whether it is provided for in the Special Terms of Tender that such a deposit will be requested, for the amount set out in the Special Terms of Tender, after which its Offer shall be deemed to have been accepted by the HPPC and its Tender Guarantee shall be returned (as well as that of the other Participants). In case the above guarantee is not set out in the Special Terms of Tender, the Tender Guarantee shall remain with the HPPC and shall be returned to the Contractor, as set out in these General Terms, after the signing of the Lease Agreement. Non-compliance of the Contractor may result in the forfeiture of its Tender Guarantee and the elimination of the Contractor from the Tender Procedure, in which case the HPPC shall be entitled to nominate as the Contractor the following Participant in the Ranking Table and follow the procedure mentioned above.

The Transaction Letter of Guarantee will be addressed to the HPPC and will have been issued by a banking or credit institution or other legal entity legally operating in Greece or in another Member State of the European Union and the European Economic Area (EEA) or in any of the Member States of the Group of Twenty (G20) or in a country that is a party to a bilateral or multilateral agreement with the EU or a country that has signed and ratified the Public Procurement Agreement and has been authorized to issue guarantees. The Transaction Letter of Guarantee will be valid for at least two hundred and seventy (270) days, which may be extended by a unilateral declaration by the HPPC for a period of up to ninety (90) additional days. In case the Contractor does not comply with this request, the Contractor may be excluded from the further Tender Procedure and the Transaction Letter of Guarantee may be forfeited in favour of the HPPC. The Transaction Letter of Guarantee shall be drafted following the template provided in Annex 3.

The Tender Guarantee or the Transaction Letter of Guarantee, where stipulated in the Special Terms of Tender, shall be forfeited in the following cases:

- (i) if the Contractor does not sign the Contract for any reason other than force majeure;
- (ii) if the Contractor does not pay the agreed Rent of the first period of the lease and/or the Performance Guarantee;
- (iii) if it appears that the Contractor or any of its representatives, employees, servants or fulfilment assistants has committed an illegal act with the purpose or result of falsifying the results or the Tender Procedure.

The Tender Guarantee or, respectively, the Transaction Letter of Guarantee, where stipulated in the Special Terms of Tender, if not forfeited as set out above, shall be returned to the Contractor, either after the signing of the Lease Agreement or, in case of cancellation of the Tender Procedure, after such cancellation.

6.3 The Contractor shall submit to the HPPC, within twenty (20) days from the receipt of the relevant notice of announcement, under penalty of forfeiture of the Tender Guarantee or, respectively, of the Transaction Letter of Guarantee, the following documents:

- (i) corporate documents (in case of legal persons) proving the legal establishment and operation as well as the legal representation of the Contractor (e.g. updated articles of association, relevant decisions of the Board of Directors, power of attorney or other documents proving the representation of the Contractor in the Lease Agreement);
- (ii) certificate(s) of a competent judicial or administrative authority, issued within the last three (3) months prior to submission, certifying that the Contractor is not bankrupt, in liquidation, in compulsory receivership, composition with creditors, has ceased its business activities, or it is in any analogous situation arising from similar proceedings under the law in its country of establishment;
- (iii) certificate(s) of a competent judicial or administrative authority, issued within the last three (3) months prior to submission, certifying that the Contractor has not been the subject of proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, composition with creditors, or cessation of its business activities, or it is in any analogous situation arising from similar proceedings under the law in its country of establishment;
- (iv) a criminal record extract of the Contractor or its legal representatives, issued within the last three (3) months before submission, certifying that

there is no conviction against them, for any of the offences provided for in the above paragraph;

(v) valid insurance and tax good standing certificates.

In case one of the certificates provided above is not issued by a competent authority, the Contractor must submit a solemn declaration to confirm, on the one hand, the non-issuance of the relevant certificate by the competent authority and, on the other hand, the content provided for in the relevant paragraph above.

6.4 It is noted that the Contractor may request the HPPC the Lease Agreement to be entered into (also) with a natural person, spouse or child of the Contractor, or a legal person under the control of the Contractor (e.g. special purpose vehicle). Control, as defined in International Accounting Standard 27, means the power to direct the financial and operational activities of a legal person in order to derive benefits from its activities. The existence of control is presumed in the case of acquisition of more than half of the voting rights in the governing body of the legal person (e.g. the General Meeting), but the existence of control may in each case be proved differently, such as: control of more than half of the voting rights under an agreement with other shareholders, the right to direct financial and operational activities under the articles of association or a contractual clause, the possibility of appointing or removing the majority of the members of the Board of Directors or other equivalent governing body, or the possibility of influencing the majority of votes at a meeting of the Board of Directors or an equivalent governing body.

The above request for replacement shall be submitted to the HPPC at the same time as the documents mentioned in paragraph 6.3, which must concern both the Contractor and the person indicated by it.

The HPPC reserves the right to refuse, in its absolute and unjustified judgement, the conclusion of the Lease Agreement with a person other than the Contractor.

6.5 In case of substitution of the Contractor as mentioned above,

(i) the Contractor shall be automatically liable jointly and severally with the person indicated by it until the full payment of the Valuable Consideration;

(ii) the Letter of Guarantee/Transaction Deposit must cover both the Contractor and the person indicated by it (after the relevant approval has been provided by the HPPC).

6.6 The Contractor's Offer will be the agreed rent (the "**Agreed Rent**").



- 6.7 The Lease Agreement will be signed by the HPPC and the Contractor in accordance with the legislation in force at the date of signing.
- 6.8 Upon signing the Agreement, the Contractor will pay the Agreed Lease of the first period of the lease as well as the Performance Guarantee.
- 6.9 If the Contractor does not submit the Transaction Letter of Guarantee or does not pay the Transaction Deposit, if it is set out in the Special Terms of Tender, or does not submit the above mentioned documents within the above deadlines or does not sign the Lease Agreement or does not pay the Agreed Rent and the Performance Guarantee, the HPPC shall be entitled to nominate as the Contractor the next Participant in the Ranking Table and to follow the procedure mentioned above.
- 6.10 The Contractor shall bear the costs of publishing the announcements of the Tender in the Press.

## **7. Other terms - Reservations**

- 7.1 The HPPC reserves the right to postpone at any time or cancel the Tender Procedure at any stage thereof or to modify the General and Special Terms of Tender or not to sign the Lease Agreement with the Contractor or to repeat the Tender Procedure, at its sole discretion, and without bearing any responsibility towards the Interested parties, the Participants, the Contractor or any third party.
- 7.2 The Interested parties shall participate in the Tender Procedure at their own risk and shall expressly and unreservedly waive any right, in addition to those set out in the applicable Greek Law, the General and Special Terms of Tender and the Lease Agreement.
- 7.3 The Participation of the Interested Party in the Tender Procedure constitutes and is agreed to be an irrefutable presumption that the Interested Party has read and understood the General and Special Terms of Tender, and fully and unconditionally accepts such terms and the Conditions for Participation in it.
- 7.4 Non-compliance with the General or Special Terms of Tender or non-provision of the required information may be considered by the HPPC, in its sole discretion, as a sufficient reason for the rejection of the Offer.
- 7.5 The HPPC or any of its representatives, employees or executives do not and will not bear in the future any responsibility or liability for any errors or inaccuracies or omissions in these General Terms of Tender and the Special Terms of Tender.



- 7.6 The HPPC does not provide any authorization to an Interested Party. Access to the documents related to the Property, which are kept in public authorities and agencies, shall be provided under the current legislation upon direct request of the Interested Party to these authorities and agencies, which shall be responsible for their issuance.
- 7.7 The HPPC shall not provide any information regarding tax or similar encumbrance of the Property after its lease to the Contractor.
- 7.8 These General Terms of Tender as well as the Special Terms of Tender of each Property and the relevant Information Material are not intended to be the basis for any investment decision or investment advice on behalf of the HPPC. Each person to whom these General Terms of Tender are made available, shall evaluate the General and Special Terms of Tender and the Transaction on their own way, based on research and professional advice, which they shall deem appropriate.
- 7.9 The HPPC may need to disclose information in its possession in response to requests for information. The HPPC may be obliged to disclose certain information and/or documents regarding the Offers to the Hellenic Parliament within the powers and rights of the latter or as part of the functions of its executives imposed by Law, as well as before the Courts as part of court proceedings or to any administrative authority or body in connection with the discharge of its established obligations.
- 7.10 Interested Parties should be aware that the law, the tax system and the general conditions governing the Tender Procedure and the Transaction may be amended.
- 7.11 In the electronic tenders concerning Properties owned by the HPPC, it is not possible to submit any objections. However, it is possible to have recourse to the competent Courts based on the current legislation.
- 7.12 Participation in the tender procedure of a single candidate is not an impediment to the award of the Tender to the Contractor.
- 7.13 Current and former employees of the company are not allowed to take part in HPPC tenders, in the capacity of a candidate natural person or of legal representative, partner, shareholder, member of the Board of Directors or manager of a candidate legal person (a) for three (3) years after their departure from the HPPC for any reason, and (b) for five (5) years after their departure from the HPPC, in case they had served as Directors.

## ANNEX 1A

### SOLEMN DECLARATION TEMPLATE FOR NATURAL PERSONS

[Date]

To: the HELLENIC PUBLIC PROPERTIES CO. ("HPPC")

I, the undersigned [●], of [●] (*father's name*) and (*mother's name*), holder of the police ID card number [●] issued by [●] (*issuing authority*) on [●] (*date of issue*), born in [●] (*place of birth, city and country*) on [●] (*date of birth*), resident of [●] (*country-city-street-postcode*),

hereby declare with regard to the submission of an Offer in tender number [●], announced by the HPPC for the lease of the property [●] (*description of property as in the Special Terms*) (the "Tender") in accordance with the rules laid down in the General Terms of Tender dated [●] and the Special Terms of Tender dated [●] issued by the HPPC, that:

Today I declare that I meet the conditions set out in paragraph 3 of the General Terms of Tender, namely that:

- (i) I do not participate, directly or indirectly, in more than one Offer for the same Property as a Participant or as a member of a Participant or as a third party providing financial support or in any other capacity whatsoever.
- (ii) I have not personally been convicted or investigated by the authorities of my place of residence or anywhere else for any of the following offences:
  - (a) **participation in a criminal organization** as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300 of 11.11.2008 p. 42);
  - (b) corruption, as defined in Article 3 of the Convention on the Fight Against Corruption Involving Officials of the European Communities or Officials of Member States of the European Union, and in Article 2 par. 1 of Council Framework Decision 2003/568/JHA, and as defined in the national law of the contracting authority or economic operator
  - (c) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48);
  - (d) money laundering, as defined in Article 1, par. of Directive 2005/60/EC of the European Parliament and Council, of 26 October 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force
  - (e) any of the offences of embezzlement, fraud, extortion, forgery, fraud, bribery and fraudulent bankruptcy, false representation, as well as for a crime related to their professional activity or for a serious professional misconduct that has been proven by any evidence.
- (iii) I am not bankrupt, in liquidation, in compulsory receivership, composition with creditors or they have ceased their business activities, or they are in

any analogous situation arising from a similar proceedings under the law in my country of establishment.

- (iv) I am not the subject of proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, a composition with creditors or of any other similar proceedings under national laws and regulations in my country of establishment.
- (v) I declare that if I am nominated as a Contractor, I will submit the certificates listed under 6.3 in the General Terms of Tender within twenty (20) days from the receipt of the relevant notification of the HPPC.
- (vi) I declare that I have been fully informed and I unconditionally accept all the General and Special Terms of Tender, I have taken into account the Information Material, I have full knowledge of the real and legal status of the leased property, which I have examined using all necessary and appropriate means and which I fully and unreservedly accept, since the lease is made on my decision and responsibility, in the condition in which the leased property currently is (as is). I accept that failure to issue, revise, extend or maintain the licenses and approvals required by law for the agreed use and operation of the leased property does not constitute a real or legal defect or lack of agreed capacity, nor does it constitute a reason for reducing or non-payment of the agreed rents or a reason for termination of the agreement by me, in case the tender is awarded to me,
- (vii) I waive all my rights to compensation with regard to any decision of HPPC SA to postpone or cancel the tender.
- (viii) I declare that my Offer shall be valid for a period of sixty (60) days from its submission, which may be extended unilaterally by the HPPC for an additional thirty (30) days, as provided in the General Terms of Tender.
- (ix) I declare that I have met my tax and social insurance obligations.
- (x) I declare that I have no overdue debts to the HPPC.
- (xi) For the return of the Tender Guarantee, in the case of a financial guarantee, I declare that the money be returned to the account No ..... (IBAN ..... ) that I keep in the Bank ..... in the name ..... *(to be filled in only in the case of depositing a financial guarantee for participation in the procedure)*.

## ANNEX 1B

### SOLEMN DECLARATION TEMPLATE FOR LEGAL PERSONS

[Date]

To: the HELLENIC PUBLIC PROPERTIES CO. ("HPPC")

I, the undersigned [●], of [●] (*father's name*) and (*mother's name*), holder of the police ID card number [●] issued by [●] (*issuing authority*) on [●] (*date of issue*), born in [●] (*place of birth, city and country*) on [●] (*date of birth*), resident of [●] (*country-city-street-postcode*),

acting in my capacity as a legal representative of the legal person under the name [●], established in [●] (*country-city-street-postal code*), with [●] tax registration number [●] and company registration number [●],

hereby declare with regard to the submission of an Offer in tender number [●], announced by the HPPC for the lease of the property [●] (*description of property as in the Special Terms*) (the "Tender") in accordance with the rules laid down in the General Terms of Tender dated [●] and the Special Terms of Tender dated [●] issued by the HPPC, that:

Today, I declare that the legal person I represent meets the conditions set out in paragraph 3 of the General Terms of Tender, namely that:

- (i) It does not participate, directly or indirectly, in more than one Offer for the same Property as a Participant or as a member of a Participant or as a third party providing financial support or in any other capacity whatsoever.
- (ii) I, as the legal representative of the above legal person (in case of several legal representatives, the same should be declared on behalf of all. In the case of public limited companies, the same should be declared on behalf of the Chairman of the Board of Directors) [●], have not personally been convicted or investigated by the authorities of my place of residence or anywhere else for any of the following offences:

- (a) **participation in a criminal organisation** as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300 of 11.11.2008 p. 42)
- (b) corruption, as defined in Article 3 of the Convention on the Fight Against Corruption Involving Officials of the European Communities or Officials of Member States of the European Union, and in Article 2 par. 1 of Council Framework Decision 2003/568/JHA, and as defined in the national law of the contracting authority or economic operator
- (c) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48)
- (d) money laundering, as defined in Article 1, par. of Directive 2005/60/EC of the European Parliament and Council, of 26 October

- 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force
- (e) any of the offences of embezzlement, fraud, extortion, forgery, fraud, bribery and fraudulent bankruptcy, false representation, as well as for a crime related to their professional activity or for a serious professional misconduct that has been proven by any evidence.
- (iii) I declare that the aforementioned legal person is not bankrupt, in liquidation, in compulsory receivership, composition with creditors or they have ceased their business activities, or in any analogous situation arising from a similar proceedings under the law in its country of establishment.
- (iv) I declare that the aforementioned legal person is not the subject of proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, a composition with creditors or of any other similar proceedings under national laws and regulations in its country of establishment.
- (xii) I declare that if the aforementioned legal person is nominated as a Contractor, it will submit the certificates listed under 6.3 in the General Terms of Tender within twenty (20) days from the receipt of the relevant notification of the HPPC.
- (xiii) I, the legal representative of the above legal person, declare that it has been fully informed and it unconditionally accepts all the General and Special Terms of Tender, it has taken into account the Information Material, it has full knowledge of the real and legal status of the leased property, which it has examined using all necessary and appropriate means and which it fully and unreservedly accepts, since the lease is made on its decision and responsibility, in the condition in which the leased property currently is (as is). It accepts that failure to issue, revise, extend or maintain the licenses and approvals required by law for the agreed use and operation of the leased property does not constitute a real or legal defect or lack of agreed capacity, nor does it constitute a reason for reducing or non-payment of the agreed rents or a reason for termination of the agreement by it, in case the tender is awarded to it.
- (xiv) It waives all its rights to compensation with regard to any decision of HPPC SA to postpone or cancel the tender.
- (xv) I, the legal representative of the above legal person, declare that its Offer shall be valid for a period of sixty (60) days from its submission, which may be extended unilaterally by the HPPC for an additional thirty (30) days, as provided in the General Terms of Tender.
- (xvi) I, the legal representative of the above legal person, declare that said legal person has met its tax and social insurance obligations.
- (xvii) I, the legal representative of the above legal person, declare that both I myself and the said legal person and/or a person related to the legal person within the meaning of Article 42E of Codified Law No 2190/1920, have no overdue debts to the HPPC.
- (xviii) For the return of the Tender Guarantee, in the case of a financial guarantee, I, the legal representative of the above legal person, declare

that the money be returned to the account No ..... (IBAN .....)  
kept in the Bank ..... in the name ..... *(to be filled in only in the case  
of depositing a financial guarantee for participation in the procedure).*

In the capacity of \_\_\_\_\_ *[position]*

Legally authorized to sign this Declaration in the name and on behalf of  
\_\_\_\_\_ *[name of legal person]*

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## ANNEX 2 TENDER GUARANTEE

TO: the HELLENIC PUBLIC PROPERTIES CO. ("HPPC")

**LETTER OF GUARANTEE NO: ..... FOR AN AMOUNT OF €**  
.....

(place, date)

We hereby inform you that we expressly, irrevocably and unreservedly guarantee, being liable to you in full and as principal debtors in favour of \_\_\_\_\_ (Name or surname and address of the Participant) for a sum of \_\_\_\_\_ Euros (\_\_\_\_\_ €). The above amount of money shall constitute our sole liability for participation in the open tender procedure (tender number) of \_\_\_\_\_ (deadline for submission of Supporting Documents for Participation) and for each postponement of this procedure, for the lease of the property \_\_\_\_\_ (address/description of the property). The guarantee covers the obligations of the guarantee holder arising from its participation in the tender, throughout its effective term.

The aforementioned amount shall be kept at your disposal and it shall be paid in full or in part, according to your instructions, without any exception or objection on our part and without investigating the merits or otherwise of your claim, within three (3) days from your simple written notice, expressly and unreservedly waiving our right of objection against you with respect to the benefit of division and discussion, our right to raise all the objections of the principal debtor against you, even non person related objections, and particularly any other objection set forth in articles 852 – 856, 862 – 864 and 866 – 869 of the Greek Civil Code as well as of our rights stemming from said articles. Payment of this guarantee does not require any authorization, action or consent of the guarantee holder, nor will any objection or reservation or recourse to arbitration or the competent courts, demanding non-forfeiture or sequestration of the letter of guarantee being considered.

This guarantee is issued on the basis of the HPPC's General Terms of Tender dated \_\_\_\_\_. It shall be valid until this letter of guarantee is returned to us or until we receive your written statement that you release us from this guarantee and, in any case, for a period of ninety (90) days from \_\_\_\_\_ which may be extended by a simple written statement to us for a period of up to thirty additional (30) days, after which and as long as in the meantime you do not notify to us in writing your written declaration of forfeiture of the guarantee, we are released from any obligation arising out of this letter of guarantee.

We hereby confirm that all the Letters of Guarantee in effect provided by our Bank to the Public Sector and Legal Entities of Public Law, together with the amount of the present guarantee, do not exceed the limit set by the Law for our Bank.

For any dispute arising from this agreement, the Courts of Athens are competent and the Greek Law is applicable.



### ANNEX 3

#### TRANSACTION LETTER OF GUARANTEE

TO: the HELLENIC PUBLIC PROPERTIES CO. ("HPPC")

**LETTER OF GUARANTEE NO: \_\_\_\_\_ FOR AN AMOUNT OF €**

\_\_\_\_\_

*(place, date)*

We hereby inform you that we expressly, irrevocably and unreservedly guarantee, being liable to you in full and as principal debtors in favour of \_\_\_\_\_ (*Name or surname and address of the Contractor*) for a sum of \_\_\_\_\_ Euros (\_\_\_\_\_ €). The above amount of money shall constitute our sole liability for participation in the open tender procedure (*tender number*) of \_\_\_\_\_ (*deadline for submission of Supporting Documents for Participation*) for the lease of the property \_\_\_\_\_ (*address/description of the property*). The guarantee covers the obligations of the guarantee holder arising from its nomination as a Contractor in the tender, throughout its effective term.

The aforementioned amount shall be kept at your disposal and it shall be paid in full or in part, according to your instructions, without any exception or objection on our part and without investigating the merits or otherwise of your claim, within three (3) days from your simple written notice, expressly and unreservedly waiving our right of objection against you with respect to the benefit of division and discussion, our right to raise all the objections of the principal debtor against you, even non person related objections, and particularly any other objection set forth in articles 852 – 856, 862 – 864 and 866 – 869 of the Greek Civil Code as well as of our rights stemming from said articles. Payment of this guarantee does not require any authorization, action or consent of the guarantee holder, nor will any objection or reservation or recourse to arbitration or the competent courts, demanding non-forfeiture or sequestration of the letter of guarantee being considered.

Our guarantee is issued on the basis of the General Terms of Tender dated \_\_\_\_\_ and the HPPC's Decision dated \_\_\_\_\_ on the nomination of the Contractor who shall be the guarantee holder. It shall be valid until this letter of guarantee is returned to us or until we receive your written statement that you release us from this guarantee and, in any case, for a period of two hundred and seventy (270) days from today, which may be extended for a period of up to ninety (90) additional days upon simple request from ETAD that must have been received by us before the expiry of the initial term of our guarantee, after which (initial period and any extension) and as long as in the meantime you do not notify to us in writing your written declaration of forfeiture of the guarantee, we are released from any obligation arising out of this letter of guarantee.

We hereby confirm that all the Letters of Guarantee in effect provided by our Bank to the Public Sector and Legal Entities of Public Law, together with the

amount of the present guarantee, do not exceed the limit set by the Law for our Bank.

For any dispute arising from this agreement, the Courts of Athens are competent and the Greek Law is applicable.