



**REQUEST FOR PROPOSAL (“RFP”)
FOR THE CONCLUSION OF AGREEMENT IN RELATION TO**

**THE STUDY, DESIGN, CONSTRUCTION, EQUIPMENT RENTAL, PRODUCTION MATERIAL
AND DISMANTLING OF THE BOOTH,
WITHIN THE FRAMEWORK OF THE PARTICIPATION OF THE GROWTHFUND GROUP
IN THE THESSALONIKI INTERNATIONAL FAIR 2023,
WHICH WILL TAKE PLACE FROM SEPTEMBER 9th TO SEPTEMBER 17th, 2023
FOR GROWTHFUND AND ITS PORTFOLIO COMPANIES**

Date 21/07/2023

DEFINITIONS / LIST OF ABBREVIATIONS

Assignment	The services to be provided by the Contractor, as per the scope and terms defined in the respective Individual Contract;
Call-Off Notice	The notice delivered to the Contractor, which has been selected to undertake a specific Assignment, as further described in section 7 of the present RFP;
Contractor	The Interested Party which has been awarded the tender;
Agreement	Agreement, for the provision of the services to be provided to Growthfund/ Growthfund portfolio companies, that is to be entered between Growthfund and the Contractor;
Growthfund Portfolio Company	A company included in the portfolio of the Hellenic Corporation of Assets and Participations S.A. (Growthfund) and covered by the scope of the present RFP;
Individual Contract	The contract concluded between Growthfund/ a Growthfund portfolio company and the Contractor in relation to a specific Assignment under the Agreement;
Interested Party (-ies) /Provider	A company or consortium of companies submitting a Proposal for the conclusion of the Agreement, in the context of this RFP;
Proposal	Proposal, for the conclusion of an Agreement for the provision of the services;
RFP	Request for Proposal;
Tender Process	The tender process for the conclusion of an Agreement for the provision of the services.

1. CONTRACTING AUTHORITY – OBJECTIVES and SUBJECT

1.1 Contracting Authority

This Request For Proposals (RFP) is launched and managed by the Hellenic Corporation of Assets and Participations S.A. ("**Growthfund**"). Growthfund has its registered office at Karagiorgi Servias 4 street, Athens, Attica Region, NUTS code EL 303.

Pursuant to article 185 of Law 4389/2016 as in force Growthfund operates in the public interest in accordance with the rules of private industry. It is set up to serve a specific public purpose. In particular, Growthfund manages and uses its assets in order to: (a) contribute resources for the implementation of Greece's investment policy and to make investments that contribute to strengthening the development of the Greek economy and (b) contribute to reducing the financial obligations of the Hellenic Republic, in accordance with Law 4336/2015. Further it is provided that in order to fulfill its purpose, Growthfund acts in an independent, professional and entrepreneurial manner with a long-term vision in achieving its results, in accordance with its Rules of Procedure; it also acts to guarantee full transparency, with a view to enhancing the value and improving the performance of the abovementioned assets as well as generating revenue which is distributed in accordance with Law 4389/2016. Finally, it is provided that Growthfund may take any action necessary to achieve its purpose within the framework laid down by Law 4389/2016.

Law 4972/2022 article 44 provides that Growthfund may conclude framework agreements with suppliers for the companies of its portfolio, under the reservation of the provisions of European legislation.

Registered seat of Growthfund and details for communications/access to information	4 Karagiorgi Servias Str., 105 62, Athens, Greece NUTS Code EL 303 Tel: 0030 210 0106900 Fax: 0030 210 0106953 Web: www.growthfund.gr Additional information may be requested to the following email address: info@growthfund.gr

Apart from Growthfund, the companies in the portfolio of Growthfund for which this RFP is of relevance are:

1. Transport for Athens Group: i. OASA (Transport for Athens, <https://www.oasa.gr/en/>), ii. OSY (<https://www.osy.gr/>), iii. STASY (<https://stasy.gr/en/>)
2. ELTA Group: i. ELTA (<https://elta.gr/>) & ii. ELTA Courier (<https://www.elta-courier.gr/>)
3. OKAA – CMFO (<https://www.okaa.gr/>)
4. KATH – CMT (<https://www.kath.gr/el>)
5. AEDIK – Corinth Canal (<https://corinthcanal.com/>)
6. Ellinikes Alykes – Hellenic Saltworks (<https://saltworks.gr/>)
7. ETAD – HPPC (Hellenic Public Properties Co, <https://hppc.gr/>)
8. TAIPED – HRADF (Hellenic Republic Asset Development Fund, <https://hradf.com/>)
9. GAIAOSE (<https://www.gaiuose.com/>)
10. ETVA-VIPE (<https://www.etvavipe.gr/>)
11. DETH/HELEXPO (<https://helexpo.gr/>)

1.2 Key Objectives of the Agreement' mechanism

Growthfund aims to establish portfolio-wide agreement (“**Agreement**”) with one Contractor for obtaining supporting services relating to the full production and dismantling of an exhibition booth for the Growthfund group of companies and related services.

Following the establishment of the Agreement, the services will be awarded in the form of specific assignments, and specifically through individual contracts (the “**Individual Contract**”), one for Growthfund/ each portfolio company, as per the provisions of Law 4972/2022.

The overall benefits for the establishment of group-wide agreement for the Growthfund group of companies include:

- i. the acceleration of the procedures, beginning from the preparation until the implementation of the projects;
- ii. the enhancement of the competitiveness in the contract awarding process, and the standardization, where appropriate, and simplification of the tender procedures in terms of processing time;

1.3 Subject of the RFP

The subject of the RFP is the delivery of services (the “**Services**”) upon the terms and conditions set out herein and in accordance with all instructions and directions provided by Growthfund. The scope of the Services is stated in Section 2 of this RFP.

To that effect, and by virtue of the present RFP, Growthfund is launching a call for tenders inviting interested parties (“**Interested Parties**”) to submit Proposals, for the conclusion of the Agreement for the provision of the Services.

The Tender Process will be conducted in accordance with Growthfund's Procurement Regulation and Law 4972/2022. Growthfund has chosen to award the Agreement resulting from this RFP through an open procedure whereby any interested economic operator may submit a Proposal.

The present procedure falls under the following CPV codes:

- 39154100-7 | Exhibition stands
- 79950000-8 | Exhibition, fair and congress organisation services
- 79341000-6 | Advertising services
- 79800000-2 | Printing and related services
- 92111200-4 | Advertising, propaganda and information film and video-tape production

Proposals that will be submitted to Growthfund without being in line with the provided in the present will not be considered as valid and will not be evaluated by Growthfund.

Every Interested Party, including consortium/ joint ventures, submits one Proposal for all requested services in relation to all Growthfund group companies/ Lots.

By participating in the present procedure, it is assumed for the Interested Parties that they agree fully and without any reservations with the terms of the present RFP, that they guarantee fully and without any reservations the accuracy of their financial offer, that the submitted Proposal is binding upon the submitting party for a period of six (6) months and that Growthfund shall have the right to call same in writing for the conclusion of the Agreement and the Contractor shall be obliged to proceed.

Growthfund and/ or its portfolio companies may at any time request relevant supporting documentation to the submitted Proposal, either at this stage or prior to concluding any agreement, either described in the present or not, based on the legal framework applying to Growthfund and/ or its portfolio companies.

Growthfund shall assume no responsibility of financial or other nature on the part of the companies of its portfolio for any reason or cause.

In case a portfolio company ceases for any reason to be subject to the provisions of article 44 of Law 4972/2022 applying to the present tender process, or to the present RFP, or in case its participation to the present tender process is canceled for any legal or other reason, Growthfund and/ or its portfolio companies in all cases shall not bear any responsibility of financial or other nature towards the Contractor or any other party.

The Agreement and/ or the Individual Contracts with the Contractor can be terminated either in whole or partly without compensation obligation for Growthfund or any of its portfolio companies concerning any reason in relation to article 44 of Law 4972/2022.

2. SCOPE OF WORK

Growthfund has undertaken the organization of the participation of the Growthfund group of companies in a single booth for the first time at the Thessaloniki International Fair (“TIF”) 2023, which will take place from Saturday, September 9th to Sunday, September 17th 2023. The group booth will occupy an area of 510 sq.m., (30x17) in Pavilion 13. The characteristics and ground plan of Pavilion 13 shall be found in the below link: <https://www.helexpo.gr/en/thessaloniki%20pavilion13>.

The **group booth** shall comprise 11 sub-booths for all participating portfolio companies, including a reception area and an area within the booth for events and presentations. The booth should possess strong technological features and audiovisual (“A/V”) content.

The **objectives** of the Growthfund group participation in TIF is to showcase the collective strength of the group, highlighting each of the 11 participating Growthfund portfolio companies in an integrated approach. The group booth should demonstrate in a comprehensive and diversified sense, the Growthfund group’s capabilities across industries in an innovative manner, showcasing strong technological features. By doing so, we aim to amplify the group’s impact, foster inter-company and intra-group collaboration, and provide support to TIF itself, as a distinct member of the group. Within the group booth, each of the 11 Growthfund companies will have its own designated area, allowing for recognition of their unique contributions and strengths. The weight dedicated to the promotion of each of the portfolio companies is described indicatively in the table below.

The configuration of the participation be carried out with the purpose of promoting both the group’s identity, the strengthening and dissemination of the message of the strong impact of the Growthfund group and the enhancement of cooperation among the group’s companies.

Therefore, the group booth should:

- Be functional, with a modern and sustainable aesthetic
- Be characterized by innovative technological elements incorporating advanced technologies and audiovisual media to enhance its visual appeal and impact
- Be recognizable and visually striking to visitors (The gro’p’s logos to be provided to interested parties for incorporation in the technical proposal)
- Correspond to the **objectives** of the participation of Growthfund and its portfolio companies, as described above.

The scope of work includes:

- **Production of content:** Production of the A/V material for display on high-definition screens, which must be in Full HD resolution. The content should cover

all formats (19x6, 6x19, 4x3, 1x1). The A/V material should include the creation and delivery of up to 10 high-quality videos and related content.

- **Pre-production:** Detailed planning and preparation activities required before the start of the project.
- **Construction:** Construction services needed to build the designated group booth.
- **Lighting:** The lighting capabilities may allow the changing of light colors.

- **Technical Support:**
 - Specialized technical personnel should be available for technical support throughout the exhibition.
 - A sufficient number of spare screens and LEDs should be available for possible replacement in case of damage or malfunction.
- **Operation:** Efficient management and coordination of all operational aspects should be provided throughout the exhibition.
- **Production team - personnel:** Skilled personnel responsible for managing and executing the production process throughout the exhibition.
- **Promo team:** The proposal should include the cost of support and operation of the pavilion by promotional teams throughout the exhibition.
- **Dismantling:** Efficient, safe dismantling of booth, proper storage and disposal, compliance with relevant TIF regulations and thorough cleaning.

Booth structure

If deemed necessary, the booth structure shall have perimeter walls with heights adjusted according to the conditions of the specific pavilion (hall height, etc.) and as specified by the TIF regulations.

Booth separators

If deemed necessary, there shall be separators between individual booths. The proposal may include alternative arrangements for the booth separators.

The proposal must include a comprehensive and unified solution for the execution of the project. The proposal must reflect the objectives of the Growthfund group participation, as described above. Alternative proposals will not be accepted, either in their entirety or in individual project components. Offers for a part of the advertised project will be rejected as unacceptable.

The total construction cost will be calculated only for the useful exhibition space to be constructed.

The Interested Parties are requested to submit their one unified offer for all of the following Lots (sq.m. and cost per company is requested):

Sub-booths equal to or larger than 13 sq.m.

Indicatively and not restrictively, the weight of promotion for each of the portfolio companies should be distributed as described in the table below:

Companies	Weight
Transport for Athens Group	15%
ELTA Group	15%
OKAA	13%
KATH	11%
HPPC	10%
HRADF	8%
AEDIK	7%
Hellenic Saltworks	7%
GAIAOSE	7%
ETVA-VIPE	5%
TIF-HELEXPO	5%

2.1 Place of performance

The Services will be provided by the Contractor in Greece as specified in the Individual Contracts.

2.2 Languages of delivery

Actions and deliverables shall be performed in Greek and/ or in English, as instructed by Growthfund/ Growthfund portfolio companies.

3. DURATION & BUDGET

3.1 Duration

The duration shall be defined from the date of signing and shall continue until the removal/ storage of materials from the exhibition area, as part of the participation in the TIF 2023, which will take place from Saturday, September 9th to Sunday, September 17th 2023, in Thessaloniki.

Any payment is subject to approval by Growthfund/ Growthfund portfolio companies and the due completion of all services and deliverables.

The duration of the Individual Contracts, which are based on the respective Agreement, does not need to coincide with the duration of the Agreement, but might be, as appropriate, shorter or longer.

3.2 Budget

The maximum available budget for the provision of the Services, for the Term of the Agreement or any extension is described in the chart below in EUROS:

Lot 1	Offer for the delivery of the above services to Growthfund portfolio companies Transport for Athens Group, ELTA Group, ranging from € 23.000 – € 30.000 per company x 2 = € 46.000 – € 60.000
Lot 2	Offer for the delivery of the above services to Growthfund portfolio company OKAA ranging from € 20.000 – € 25.000
Lot 3	Offer for the delivery of the above services to Growthfund portfolio company KATH ranging from € 19.000 – € 20.000
Lot 4	Offer for the delivery of the above services to Growthfund portfolio company HPPC ranging from € 17.000 – € 20.000
Lot 5	Offer for the delivery of the above services to Growthfund portfolio company HRADF ranging from € 13.000 – € 16.000
Lot 6	Offer for the delivery of the above services to Growthfund portfolio companies AEDIK, Hellenic Saltworks, GAIAOSE ranging from € 10.000 - € 13.000 per company x 3 = € 30.000 - € 39.000
Lot 7	Offer for the delivery of the above services to Growthfund portfolio companies ETVA-VIPE, TIF-HELEXPO ranging from € 7.000 - € 10.000 per company x 2 = € 14.000 - € 20.000

TOTAL max 200.000

all amounts excluding VAT (the “**Budget**”).

The Budget includes all fees and expenses to be paid to the Contractor by each Growthfund portfolio company as per the execution of the Individual Contracts. The above volumes are estimates only and there is no commitment as to the exact quantities of Services to be ordered. The actual volumes will depend on the quantities which Growthfund/ Growthfund portfolio companies will order through the 11 corresponding Individual Contracts that will have to be made with each of the 11 portfolio companies.

The Contractor is liable for the withholdings in favour of third parties as well as any other charge in accordance with applicable law, not including VAT.

4. EXCLUSION AND SELECTION CRITERIA

Interested Parties must have the overall capabilities (technical & professional, economic & financial, and legal) to perform the Agreement. If any of the criteria listed below are not fulfilled, the relevant Interested Party will not be selected for further evaluation.

Groups of economic operators (consortia / joint ventures) shall not be required to have a specific legal form in order to submit a tender.

4.1 Exclusion Criteria

The objective of the exclusion criteria is to assess whether:

- i. an Interested Party (or a member of its administrative, management or supervisory body or a person that has powers of representation, decision or control therein) falls under the exclusion situations included in Article 57 (1) of the Directive 2014/24, i.e. whether that Interested Party has been the subject of a conviction by final judgment for one of the following reasons:
 - a. participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - 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 Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law, i.e. as defined in any of the articles 159A, 236, 237 paras. 2-4, 237A para. 2, 396 para. 2 of the Greek Criminal Code;
 - c. fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
 - d. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - e. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council
 - 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.
- ii. an Interested Party is in breach of its obligations relating to the payment of taxes or social security contributions. This exclusion ground shall no longer apply when the Interested Party has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines. Further, the Interested Parties must abide with the obligations arising from environmental, social security and labour law, as provided by Directive 2014/24 (article 18 para. 2).
- iii. an Interested Party is bankrupt or the subject of insolvency or winding up proceedings, its assets are being administered by liquidator or by the court, is in an arrangement with creditors, its business activities are suspended, or it is in any

analogous situation arising from a similar procedure under national laws and regulations.

- iv. an Interested Party is guilty of grave professional misconduct which renders its integrity questionable.

Interested Parties found to be in an exclusion situation will be rejected.

In the case of consortia/joint ventures, the Exclusion Criteria are examined with regards to each individual member of a consortium/joint venture.

In case of reliance in the capacity of third parties for the fulfilment of the selection criteria, the exclusion criteria are examined and with regards to the above entities (third parties), according to the provisions of this RFP. Interested Parties shall include in the respective Dossier of their Proposal an ESPD of the above entities and all the respective means of proof foreseen in this RFP.

Economic entities, that in any way fall under the prohibitions of Regulation (EU) 2022/576 for the amendment of Regulation (EU) no. 833/2014 on restrictive measures due to Russia's actions destabilizing the situation in Ukraine (L 111/1) shall not participate in this Call, and specifically if the economic operator is: a) a Russian citizen or a natural or legal person, entity or body that has its headquarters in Russia, or b) legal person, entity or body whose property rights are directly or indirectly held by an entity referred to in point a) of this paragraph in a percentage of more than 50% or c) natural or legal person, entity or body acting on behalf of or on behalf of an entity referred to in point a) or b) of this paragraph, including, when they account for more than 10% of the contract value, subcontractors, suppliers or entities on whose capabilities it relies within the meaning of Directive 2014/24.

4.2 Selection Criteria

The objective of the selection criteria is to assess whether the Interested Party has the professional, economic/ financial, and technical capacity to perform the Agreement. The selection criteria for this Request for Proposals, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections. Proposals submitted by Interested Parties not meeting the minimum levels of capacity will be rejected.

4.2.0. Economic and Financial Standing

The Interested Parties are required to demonstrate at least annual turnover of € 200.000 for the last three (3) financial years, for which accounts have been closed and final audited figures are available.

Interested Parties may rely on other entities in terms of required financial standing for the last three (3) financial years. In this case, they shall prove that they will have the necessary resources at their disposal, by presenting the relevant commitment of the entities in which they rely.

In the case of consortium, the above criterion shall be fulfilled by the Interested Party as a whole.

4.2.1 Suitability to perform the professional activity All Interested Parties must prove that they are registered to pursue their professional activity under applicable law, depending on the country of their establishment.

4.2.2 Technical and professional capacity

Interested Parties must be able to demonstrate expertise in providing the type of requested services, as described above.

As a minimum requirement, Interested Parties must submit a list of companies/organizations handled by same with a similar scope of work and present best practices and actions (case studies) they have applied in at least two companies.

Furthermore, Interested Parties must propose a team for the implementation of the Agreement covering the profiles of Key Experts described below. These Key Experts are expected to, as appropriate, form a significant part of the prospective Contractor's proposed team to deliver the Assignments, and to demonstrate expertise and experience as specified in the table below. It is noted that if any of the Key Experts becomes unavailable during the Agreement term, the Contractor shall provide adequate justification for such unavailability and shall propose replacement Key Expert(s) with equal or better qualifications and experience than the originally proposed Key Expert that became unavailable. The Proposal shall include a description of the profiles of the Key Experts, expertise, and experience as well as how exactly each such team member contributes to project fulfillment.

Production and Direction Team	Seasoned professional(s) leading the Assignment, responsible for the project progress and for the prompt delivery of the project with experience in the design, management, and supervision of similar projects.
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In the case of consortium, the above minimum requirements shall be fulfilled by the Interested Party as a whole, i.e., the combined capacities of all involved entities will be evaluated.

It is clarified that qualifications, skills and competences described as advantageous shall not be considered "on/off" criteria but shall be assessed in the context of the evaluation of the Technical Proposal in accordance with articles herein below.

4.2.3 Reliance on the capacities of other entities to fulfil the selection criteria

In order to fulfil the selection criteria, an Interested Party may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. With regards to technical and professional capacity criteria, an Interested Party may only rely on the capacities of other entities where the latter will perform the services for which these capacities are required.

Growthfund shall require from the Interested Party to replace an entity which does not meet a relevant selection criterion, or in respect of which there are grounds for exclusion.

Where an Interested Party relies on the capacities of other entities with regard to criteria relating to economic and financial standing it is required that the Interested Party and those entities shall be jointly liable for the execution of the Agreement and any Individual Services Contract.

4.2.4 Subcontracting

Subcontracting is the situation where an Interested Party enters legal commitments with other economic operators which will perform part of the Agreement or the Individual Contract on its behalf. The Contractor retains full liability towards Growthfund for the performance of the Agreement as a whole, as well as the respective Individual Contracts.

All contractual tasks may be subcontracted unless Growthfund expressly reserves the execution of certain critical tasks to the sole Contractor itself.

Changes concerning subcontractors identified in the Proposal (withdrawal/replacement of a subcontractor, additional subcontracting) after the submission deadline and before signature of the Agreement or after the signature of the Agreement but before the signature of an Individual Contract require the prior written approval of Growthfund.

4.3 Means of proof

4.3.1 Exclusion Criteria

As evidence of non-exclusion, each Interested Party needs to submit with its Proposal a European Single Procurement Document (ESPD) prepared in accordance with the template included in Annex I. The declaration must be signed by an authorised representative of the entity providing the relevant declaration.

Interested Parties that are consortia/joint ventures shall be required to include in Dossier A' separate ESPDs, one for each member.

In case of reliance in the capacity of third parties for the fulfilment of the selection criteria, the exclusion criteria are examined and with regards to the above entities (third parties), according to the provisions of this RFP. Interested Parties shall include in the respective Dossier of their Proposal an ESPD of the above entities and all the respective means of proof foreseen in this RFP. See also documentation under Dossier E.

4.3.2 Documentation concerning the Selection Criteria

When submitting its Proposal, each Interested Party shall solemnly declare that it fulfils the selection criteria, through the submission of the European Single Procurement Document as per Annex I herein, accompanied by any further documentation described in the following sections. See also documentation under Dossier E.

4.3.2.1 Suitability to perform the professional activity

Each Interested Party – and in case of consortia/joint ventures, each member thereof – shall state in the ESPD document(s) to be submitted information concerning registry to pursue their professional activity as required per applicable law.

4.3.2.2 Technical and professional capacity

The ESPD document(s) to be submitted by the Interested Parties shall be accompanied by a table demonstrating a list of companies/organizations handled by the Provider under a similar scope of work and present best practices and actions (case studies) applied in at least two companies.

Growthfund has the right to request project completion certificates or client recommendation letters or contracts for the above list; or to contact directly project clients to verify the accuracy of the submitted information.

Furthermore, they shall be accompanied by all the information regarding the Key Experts' team, as requested in Section 4.2.2.

4.3.2.3. Economic and Financial Standing

The ESPD document(s) to be submitted by the Interested Parties shall be accompanied by the following means of proof:

- i. Copies of the balance sheets and economic outturn (profit & loss) statements covering at least the last three years for which accounts have been closed, to the extent that publication of such balance sheets and statements is required under the applicable law of the country in which the economic operator is established. These documents must be produced and/or certified by certified auditors or similar operators if so required by the law of the country where the economic operator is established.
- ii. If the Interested Party is unable to provide the aforementioned documents at the stage of the Tender Process, (indicatively, in case the publication of said documents is not required under the applicable law of the country in which the economic operator is established), the financial capacity shall be proven by way of any other equivalent documentation, which, according to the national law of the country in which the Interested Party is established, can confirm the above criterion.

Interested Parties that are consortia/joint ventures shall be required to submit above documentation in relation to each consortium/joint venture member.

4.3.2.4 Reliance on the capacities of other entities – Subcontracting

Interested Parties must prove that they will have at their disposal the resources necessary for the performance of the Agreement by producing a commitment letter, signed by the authorized representative of such an entity, and the supporting evidence that those other entities have the respective capacities in accordance with the terms of this RFP.

Interested Parties are required to indicate the part of the Agreement that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions.

In particular, a document shall be submitted (agreement, decision of the competent body or, in the case of a natural person, a self-declaration), under which both the economic operator and tenderer certify the financial and/ or technical and / or professional capacity of the entity, so that it is at the disposal of the tenderer for the performance of the contract. The relevant document should be detailed and state at least the specific resources that will be available for the performance of the contract and how they will be used to perform the contract. The third party will explicitly undertake to make the specific resources available to the tenderer during the term of the contract and the tenderer will make use of them in the event that the contract is awarded to them. In case the third party possesses financial standing, it will also state that they become jointly with the tenderer responsible for the performance of the contract. In case the third party possesses technical or professional suitability related to the qualifications and professional experience, it will commit to perform the tasks or services for which the specific skills are required, stating the part of the contract that it will perform.

5. CONTENT AND SUBMISSION OF PROPOSALS

5.1 Deadline for the submission of Proposals

The Proposals must be submitted by no later than **Wednesday, July 26th, 17:00, Athens time**. Proposals submitted for any reason after the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt for any reason, the Proposal shall not be evaluated.

Interested Parties must meet all the requirements described under this RFP. Interested Parties who fail to submit their Proposals fully compliant to the aforementioned requirements shall be disqualified from the Tender Process.

Interested Parties should submit their Proposals with the indication “**Όμιλος Υπερταμείου - ΔΕΘ 2023**”, exclusively via electronic mail (email) to the electronic mail address: info@growthfund.gr. The Proposal of each Interested Party should comprise of all the below requested dossiers, along with any other document proving the experience and specialization of the Interested Parties in the relevant services.

More specifically, in the e-mail for the submission of the Proposal of each Interested Party, at least two, distinct and locked (protected with password) files must be attached. Mandatorily, the financial offer at the penalty of exclusion shall be attached in the email of each Proposal separately and will be protected with a different password.

After lapse of the deadline for the submission of Proposals, the Interested Parties shall be invited through e- mails to submit the security passwords opening the attached files of their e-mail Proposal.

Please note that the maximum size of the email should not exceed 20MB.

5.2 Content of the Proposals

The Proposals shall be submitted in English or in Greek and shall be valid for a period of three (3) months. Validity of offers shall be extended beyond the three-month period following a relevant request of the Growthfund. The proposals to be submitted by the Interested Parties are required to include the following dossiers:

i. Dossier A' (Exclusion and Selection Criteria)

The ESPD document(s) to be submitted by the Interested Parties, demonstrating lack of exclusion grounds, as well as the Interested Parties' fulfilment of the selection criteria as per the provisions above.

Interested Parties shall also include the documentation described under section 4.3. hereinabove.

Interested Parties that are consortia/joint ventures shall be required to include in Dossier A' declarations of each of their members appointing one of the consortium members as the Lead Member authorized to submit the Proposal on the consortium's and its members` behalf, execute the Agreement and act as a single point of contact between the Growthfund and the relevant Interested Party / Contractor and a process agent throughout the procurement process and during the term of the Agreement.

In case of reliance in the capacity of third parties for the fulfillment of the selection criteria, the exclusion criteria are examined and with regards to the above entities (third parties), according to the provisions of this RFP. Interested Parties shall include in the respective Dossier of their Proposal an ESPD of the above entities and all the respective means of proof foreseen in this RFP.

ii. Dossier B' (Technical Proposal)

Dossier B' shall comprise the Technical Proposal.

The Technical Proposal must provide all the information needed to assess the compliance with and allow assessment of the award criteria, above minimum requirements set in Dossier A'.

DOSSIER B'.I - Production and Direction Team

Proposed production and direction team composition and structure, including relevant experience for related projects. Seasoned professional(s) leading the Assignment, responsible for the project progress and for the prompt delivery of the project with experience in the design, management, and supervision of similar projects.

DOSSIER B'.II – Methodology

Proposed approach to the project, timeline, identification of significant issues and working method, must incorporate and reflect the elements described in paragraph 2 (“Scope of Work”), while fulfilling the objectives of the Growthfund group’s participation in TIF 2023.

iii. Dossier C’ (Financial Proposal)

The Interested Parties must submit the Financial Proposal within the Budget stated above.

The Financial Proposal in relation to each portfolio company, including the total as well, shall be:

- i. Expressed in Euro (€). Interested Parties from countries outside the euro zone must quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the Interested Party to bear the risks or the benefits deriving from any variation. Additionally, all amounts shall be free of all duties, taxes, and other charges, i.e., also free of VAT.
- ii. Unconditional and without any reservations and it cannot lead to the Budget stated in this RFP being exceeded. It shall include any kind of expenses / costs that will be required during project execution (indicatively local travel for project purposes in the country, any accommodation, tax & social insurance, communication costs, professional insurance, administrative support, software & hardware, reports production, etc.).

Attention is drawn to the following points:

- i. Price revision is not applicable.
- ii. All kind of expenses are included in the fee.

iv. Dossier D’ (Conflict of interest)

Interested Parties should declare solemnly that they are not in conflict of interest regarding the services they are requested to provide to Growthfund/ Growthfund portfolio companies. Additionally, that they do not have a professional relationship, or that they do not provide services to third parties, such as those that may constitute a conflict of interest and that in case the assignment is awarded, will be indicated that it will not lead to a conflict of interest for any of the parties involved. The project team members should also declare

the above.

In case that other legal entities in joint venture or under subcontracting agreement are used, then for every legal entity as well as all team members of same should be included in the Proposal a statement of non- conflict of interest by such legal entity and team members.

This conflict of interest statement will be valid for the whole duration of the services provided to Growthfund/Growthfund portfolio companies.

Growthfund may at any time request the Interested Parties to provide clarifications and evidence on issues related to conflict of interest.

The Interested Parties must observe and abide by their professional code of conduct and relevant confidentiality rules.

The Interested Parties, including the project team members shall ensure the confidentiality of any available information either at the stage of the Tender Process or later.

v. Dossier E'

The interested parties shall submit all supporting documents, demonstrating the fulfilment of the exclusion and selection criteria, in line with Article 60 of Directive 2014/24.

More specifically the documentation needed is the following:

-Extract(s) of criminal record or other equivalent document(s) / certificate(s) issued within the last thirty (30) days by the competent judicial or administrative authorities in the country of origin / establishment of the Interested party, verifying that the Interested party has not been convicted by a final judgment of conviction for any of the offences below:

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, 11.11.2008, p. 42).

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 (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as corruption as defined in the national law, i.e. as defined in any of the articles 159A, 236, 237 (2) to (4), 237A (2) and 396 (2) of the Greek Criminal Code.

Fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities (OJ C 316, 27.11.1995, p. 48).

Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164 of 22.6.2002, p. 3), or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 thereof.

Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and the Council of 26 October 2005 on the prevention of the use of the financial system for money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

Child labour and other forms of human trafficking, as defined by Article 2 of Directive 2011/36/EC of the European Parliament and the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

The above documentation shall also be provided in respect of the members of the administrative, management or supervisory body of the Interested party or having powers of representation, decision or control therein.

-Certificate(s) valid and in force from the competent authorities of the Interested party's country of origin / establishment that the Interested party is not in breach of its obligations relating to the payment of taxes (i.e., a tax clearance certificate).

-Certificate(s) valid and in force from the competent social insurance organisation(s) of the Interested party's country of origin / establishment that the Interested party is not in breach of its obligations relating to its social insurance contributions (i.e., an insurance clearance certificate).

-In order to prove the legal representation, in cases where the economic operator is a legal entity and is registered compulsorily or voluntarily, according to the applicable legislation, and declares its representation and changes to a competent authority (e.g. ΓΕΜΗ), it presents a relevant certificate of valid representation which must be issued up to thirty (30) working days prior to its submission, unless this has a specific period of validity. Specifically for domestic economic operators, the following are produced:

- i) in order to prove legal representation, in cases where the economic operator is a legal entity and is obliged, according to the applicable legislation, to declare its representation and changes in ΓΕΜΗ, it presents a relevant certificate of valid representation, which must be issued by thirty (30) working days before submission.
- ii) For the certificate of good standing and the changes of the legal entity, general certificate of changes of ΓΕΜΗ, if it has been issued up to three (3) months before its submission.

In other cases, the relevant legal documents of establishment and legal representation (such as statutes, certificates of alteration, respective Official Government Gazette, decisions establishing administrative bodies, etc., depending on the legal form of the economic entity), accompanied by a self-declaration of the legal representative that they are still valid at the time of submission.

If for the performance of the present award procedure powers have been granted to a person other than those mentioned in the above documents, an additional decision is presented - minutes of the competent statutory body of the legal entity with which the relevant powers were granted. In the case of natural persons, if powers have been granted to third parties, the authorization of the economic operator shall be produced.

Foreign economic operators shall provide the supporting documents required by the legislation of the country of establishment, and if not provided, a self-declaration of the legal representative, which proves the above in terms of the legal composition, changes, and representation of the economic operator.

The legal composition of the economic operator must result from the above documents, all relevant amendments to the articles of association, the person (s) who legally bind the company on the date of the tender (legal representative, right to sign, etc.), any third party to whom a power of attorney has been granted, as well as the term of office of the member and / or members of the governing body / legal representative.

For the non-existence of the ground for exclusion of Regulation (EU) 2022/576 for the amendment of Regulation (EU) no. 833/2014 on restrictive measures due to Russia's actions destabilizing the situation in Ukraine (L 111/1), the Interested party has to submit a solemn declaration with the content that the economic operator is not: a) a Russian citizen or a natural or legal person, entity or body that has its headquarters in Russia, or b) legal person, entity or body whose property rights are directly or indirectly held by an entity referred to in point a) of this paragraph in a percentage of more than 50% or c) natural or legal person, entity or body acting on behalf of or on behalf of an entity referred to in point a) or b) of this paragraph, including, when they account for more than 10% of the contract value, subcontractors, suppliers or entities on whose capabilities it relies within the meaning of Directive 2014/24.

5.3 Clarifications / Access to Proposal dossiers

Growthfund reserves the right to request from Interested Parties any omitted documents and/or information in relation to the Proposal dossiers submitted, as well as any additional documents and/or clarifications and/or information in connection with any issue related to their Proposals, as deemed necessary , in accordance with article 56 (3) of Directive 2014/24.

Growthfund hereby ensures that only authorised persons will have access to data transmitted in the context of this RFP and only after the prescribed date provided for in the present RFP.

6. EVALUATION AND AWARD

Interested Parties, who have submitted completed Proposals and have proved that they are not subject to the exclusion criteria and have demonstrated the appropriate capacity to perform the Agreement as per the exclusion and eligibility criteria hereinabove will be further assessed, on the basis of the technical and financial award criteria, as defined below.

Technical criteria (70%)

DOSSIER B'.I – Project Team (25%)

Proposed team composition and structure, including relevant experience at least of the head and the senior members of the team. The proposal shall include the CVs of all members of the team proposed by the interested parties, as well as a clear description of their experience to related projects and the added value each member will bring to the team, depending on their field and their experience.

DOSSIER B'.II – Methodology (45%)

Proposed methodology to the project, identifying significant issues and their working method. Must include a structured proposal of the requested timeline, including key milestones. Must incorporate and reflect the elements described in the paragraph 2 (“Scope of Work”), while fulfilling the objectives of the Growthfund group’s participation in TIF 2023.

Financial criteria (30%)

The objective of the award criteria is to evaluate the Proposals with a view to choosing the most economically advantageous Proposal, based on the best price-quality ratio.

The Financial Proposal offering the best price-quality ratio will be determined in accordance with the formula below:

$$Li = 70%*(Bi/Bmax) +$$

$$30%*(Kmin/Ki) \text{ Where:}$$

Bmax: The maximum score received by the highest-ranking Technical Proposal

Bi: The score of the Technical Proposal i

Kmin: Financial score of the lowest Financial

Proposal **Ki:** Financial score of the Financial

Proposal i

7. PROCEDURE FOR AWARDING A SPECIFIC INDIVIDUAL CONTRACT

The completion of the tender procedure shall lead to the conclusion of an Agreement with one Contractor, who has submitted the most economically advantageous specific tender on the basis of the award criteria set out in relevant section herein. The Agreement is implemented through specific Individual Contracts to be awarded with each of the Growthfund portfolio companies and Growthfund itself. The Individual Contracts are assigned in accordance with the terms of the Agreement. The basic terms of the Agreement are included in Annex II.

For the assignment of such Contracts, Growthfund/ each Growthfund portfolio company is entitled to consult in writing with the Contractor as well as to request from him to complete his offer, in accordance with the terms of the Agreement, based on the needs of each Individual Contract.

Each Individual Contract is likely to vary in duration and size; the scope of work of each Individual Contract will be similar or constitute a subset of the broader scope of work provided for in relevant section above. The detailed objectives, task descriptions, deliverables, expertise requirements and other practical details of each specific Contract called off under the respective Agreement will be finalised upon the issuance of the Call-Off Notice and the conclusion of the Individual Contract between Growthfund/ Growthfund portfolio company and the Contractor. However, Individual Contracts based on the Agreement shall not entail substantial modifications to the terms laid down in that Agreement.

The Call-Off Notice will indicatively outline the specific Services, the charges, any milestone dates, the responsibilities of the Parties, the delivery plan for the Services, any acceptance criteria and any assumptions and other details that may specifically apply to the Assignment.

Within a deadline that is no less than five (5) days after receipt of the Call-Off Notice the Provider shall deliver the Call-Off Notice to Growthfund/ the respective Growthfund portfolio company duly signed and executed (in case of a consortium by the Lead Member).

The final terms related to the Assignment will be reflected in the Individual Contract. The Individual Contract will be concluded between Growthfund/ Growthfund portfolio company and the Contractor (in case of consortium by the Lead Member on behalf of all consortium members), by reference to the provisions of the respective Agreement. The signing of the Individual Contract entails the confirmation of the availability of the experts proposed by the Contractor.

-Upon signing the Individual Contract, the Contractor shall present to Growthfund/ Growthfund portfolio company a letter of guarantee for the proper execution of the Contract pertaining to the Agreement, amounting to 10% of the value of the Contract. The letter of guarantee shall be returned to the Contractor upon the due completion of the services involved in the Individual Contract.

The period for the provision of the Contractor's services commences from the date on which the Individual Contract has been signed by the last party.

The signature of An Agreement does not impose an obligation on Growthfund and/ or Growthfund portfolio company to conclude any Individual Contract with a Contractor.

Growthfund or a Growthfund portfolio company may at its sole discretion and at any time, award one or more contracts for the provision of any and all the services in the RFP or other related services or activities to economic operators outside the Contractors, in line with its Procurement Regulation and applicable law, without being liable in any way towards the Contractor and any of the Providers and/or third parties. No person acquires any right or claim to compensation (not even for the cost of submitting a Proposal against Growthfund or a Growthfund portfolio company, its employees, officers and agents in general, or other claim to make good losses against Growthfund/ Growthfund portfolio company arising from any award of contract to any person that is not a party to the Agreement.

8. TERMINATION

Without prejudice to the grounds for termination provided for in the Agreement, Growthfund may terminate without an obligation for compensation for Growthfund or any of its portfolio companies, the Agreement during its term, among others, where:

- a. the Agreement has been subject to a substantial modification, which would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24;
- b. the Contractor has, at the time of the award of the Agreement, been in one of the situations referred to in Article 57 (1) of Directive 2014/24 and should therefore have been excluded from the procurement procedure;
- c. the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.
- d. There is any reason in relation to article 44 of Law 4972/2022.

9. TERMS AND CONDITIONS

The Contractor will be selected in accordance with article 44 of Law 4972/2022 and the Growthfund's Procurement Regulation. The date and place of opening of the Proposals shall be determined following decision of the competent Growthfund body and as provided by Growthfund's Procurement Regulation. The assessment shall take into consideration the criteria as set above. Growthfund may require any clarification, addition or adjustment of the submitted documentation as deemed necessary.

Interested Parties that do not fulfil the minimum requirements for participation, as set above, will not be considered in the selection process.

The participation in the present Tender Process entails the full and unconditional acceptance of the rules of this RFP by the Interested Parties. As a result, any conditional

offers and/or any terms and conditions contained in the Proposals, which are not in compliance with this RFP, shall not be taken into consideration and shall not bind Growthfund in any way whatsoever, either in the course of the present Tender Process or thereafter.

By submitting a Proposal, an Interested Party commits to perform the Agreement in full compliance with the terms and conditions of the procurement documents for this Request for Proposals. Particular attention is drawn to the fact that Interested Parties must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24.

Growthfund, the members of any corporate body thereof, as well as its officers, employees, advisors and agents are not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission in this RFP. No person acquires against Growthfund, the Hellenic Republic, the Growthfund portfolio companies, and/or any and all of the members of their corporate bodies, their officers, employees, advisors and agents, any right or claim for compensation, or indemnification, or other, for any reason or cause related to this RFP and/or any Proposal submitted and/or any participation in the Tender Process. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this RFP and the Tender Process in general.

Growthfund reserves the right, in accordance with the applicable Procurement Regulation and the applicable Greek and EU law, to extend and/or amend the engagement with the Contractor in order to include complementary services which may be required and cannot be identified at this point of time, but which shall prove to be inseparable from the original engagement, or which may be absolutely necessary for the completion of any Assignment, subject to the provisions of Article 72 of Directive 2014/24.

Growthfund reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the process, without incurring any liability whatsoever as against any participant and/or any third party.

Each Interested Party shall be responsible for the costs and expenses to be borne in response to this RFP. Neither Growthfund nor its officials, employees, executives or advisers shall be liable for any costs or expenses, or damages incurred or suffered by an Interested Party or other recipients of this RFP in relation to this tender.

Any dispute arising under, or out of, or in connection with the present RFP including the Proposals submitted and the agreement to be signed, shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece and the governing law will be the Greek Law.

The Proposals that will be submitted are considered as suggestion to Growthfund and not as accepted proposals. Any conditional Proposals and/ or any terms and conditions contained in the Proposals which are not in compliance with this Request for Proposals

shall not be taken into consideration and shall not bind Growthfund in any way whatsoever either in the course of the Tender Process or thereafter.

The award of the assignment is subject to the submission of required documentation/ proofs and conclusion of a written contract. In case the preferred bidder fails to agree with Growthfund on the terms and conditions of the contract within reasonable time, Growthfund reserves its right at its exclusive discretion to nominate as preferred bidder and award the assignment to the substitute preferred bidder. In such case the award of assignment shall also be subject to the conclusion of a written contract.

Annexes to this RFP constitute an integral part of this RFP.

Data Protection

In the context of the submission and / or evaluation of a specific Proposal, Growthfund may collect and process personal data (such as personal data of legal representatives / staff of the Interested Party, etc.) as data controller, if required. Any such processing shall be carried out as set forth in the Growthfund's "Policy for the processing of Personal Data-Information Notice", which can be found at the following link "[Policy for the processing of Personal Data](https://www.Growthfund.gr/en/policyfor-the-processing-of-personal-data/)" and forms an integral part of this request (<https://www.Growthfund.gr/en/policyfor-the-processing-of-personal-data/>).

By submitting a Proposal for this request, shall be deemed that the Interested Parties have fully and unreservedly accepted the following:

- a. that they have carefully read, prior to the submission of the Proposal, Growthfund's "Policy for the processing of Personal Data-Information Notice" which forms an integral part of this request and agree with its content.
- b. that they have informed the natural persons whose personal data may be transmitted by the Interested Parties to Growthfund for such transmission as well as in relation to the content of Growthfund's Policy and have received their explicit consent (if required by applicable provisions) to the transmission of their personal data to Growthfund, in accordance with this Policy.

10. ANNEXES

1. Annex I: European Single Procurement Document (ESPD) – The contracting authorities prepare the ESPD using the electronic service (<https://espd.eprocurement.gov.gr/>), which offers economic operators the possibility to electronically draft and manage the ESPD. The file after duly completed is signed and uploaded as part of Dossier A.
2. Annex II: Basic terms of the Agreement

*Annex I: European Single Procurement Document
(ESPD)*

*** Please see uploaded PDF file to Growthfund's
website***

Annex II: BASIC TERMS OF THE AGREEMENT

OBLIGATIONS OF THE CONTRACTOR

The Contractor shall deliver the Agreement in accordance with the timeline and the specifications, as each time defined in the Agreement and each Individual Contract; and shall at all times ensure the diligent, due and proper delivery of the Services by its personnel. The Contractor shall use up-to-date, relevant professional techniques and standards in order to deliver the Services with the care, skill and diligence required in accordance with the Good Industry Practice, all applicable laws, enactments, orders, regulations, standards and other statutory instruments and all applicable terms and conditions of this Agreement.

The Contractor must comply with the applicable data protection, environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X of Directive 2014/24.

During the execution of the Agreement and Individual Contracts, the terms of the RFP as well Law 4972/2022, Law 4389/2016, and the Greek Civil Code shall apply.

Upon signing each Individual Contract, the Contractor shall present to Growthfund/ concerned Growthfund portfolio company a letter of guarantee for the good performance of the Individual Contract, amounting to 10% of the value of the Individual Contract, covering the whole duration of the Individual Contract, based on template which shall be provided to the Contractor. The letter of guarantee shall be returned to the Contractor upon the due completion of the Individual Contract. In case of amendment of the Individual Contract, the Contractor shall present a letter of guarantee for the good performance of the Individual Contract, amounting to 10% of the total value of the Individual Contract.

The Contractor shall be obliged to take all necessary actions for the avoidance of damages to the equipment, machinery and establishments of Growthfund/ Growthfund portfolio companies as well as for the avoidance of accidents to the personnel of Growthfund/ Growthfund portfolio companies, during the delivery of the Services. The Contractor shall be responsible for all actions or omissions of its personnel and/ or partners.

Growthfund shall assume no responsibility of financial or other nature on the part of the companies of its portfolio for any reason or cause.

In case a portfolio company ceases for any reason to be subject to the provisions of article 44 of Law 4972/2022 applying to the tender process, or to the RFP, or in case its participation to the tender process is canceled for any legal or other reason, Growthfund in all cases shall not bear any responsibility of financial or other nature towards the Contractor or any other party.

No person acquires any right or claim to compensation (not even for the cost of submitting a Proposal) against Growthfund/ a Growthfund portfolio company, its employees, officers and agents in general, or other claim to make good losses against Growthfund/a Growthfund portfolio company arising from any award of contract to any person that is not a party to the Agreement.

THE CONTRACTOR'S REPRESENTATIONS & WARRANTIES

The Contractor undertakes to (i) provide experienced and high-quality Experts for the delivery of the Services; (ii) ensure that all personnel delivering the Services shall be adequately skilled, qualified and trained for the tasks they are to perform.

The Contractor and the personnel shall observe the highest standards of integrity and ethical conduct and shall act with honesty and propriety. The Contractor shall ensure that no circumstances arise during the Term, in which the activities of the Contractor or the personnel under the Contract conflict or might conflict with the Contractor's interests or personnel's personal interests or with any services which the Contractor or the personnel may render to third parties. Growthfund, without prejudice to any other remedy for breach of contract may, by written notice and with immediate effect, terminate this Agreement, if in its judgment, such a Conflict of Interest has arisen. Special attention is drawn to relevant provisions of the RFP and section on conflict of interest of the present.

The Contractor shall not subcontract and have the Contract implemented by third parties – beyond the parties already mentioned in the tendering process – without prior written authorisation from Growthfund. The Contractor shall notify Growthfund in writing of the subcontractors that are proposed to be involved in the implementation of the Agreement, as well as the specific Services that said subcontractors will deliver in relation to the Assignment.

In any event, the Contractor may not fully subcontract the Services to be delivered in relation to an Assignment. The use of subcontractors shall not relieve the Contractor from any of its liabilities or obligations under the Agreement and the Individual Contracts. The Contractor shall be fully responsible for the subcontractors involved in the implementation of this Agreement and shall ensure that its subcontractors fully comply with the provisions of this Agreement and the Individual Contracts.

The Contractor shall have sole responsibility for complying with any legal obligations incumbent on it, notably those resulting from employment, tax and social legislation.

The Contractor shall neither represent Growthfund/ Growthfund portfolio companies nor behave in any way that would convey such an impression.

The Contractor guarantees the disposal of the referred in his Proposal personnel, as well as of any business partners, who have the required experience, knowledge and capacity in order to fully meet the requirements of the Agreement, and certifies that they will demonstrate a spirit of cooperation in their contacts with the executives of Growthfund/ Growthfund portfolio companies or the persons designated by it from time to time. Otherwise, Growthfund may request the replacement of a member of the Contractor's project team, in which case the Contractor must make a replacement with another person, of similar experience and qualifications. Replacement of a member of the Contractor's project team, at his request, during the execution of the Agreement, may be made after approval by Growthfund and only with another person of corresponding qualifications or experience. The Contractor is obliged to notify Growthfund in writing fifteen (15) days before the replacement.

In the event that members of the Contractor's project team exit or terminate their cooperation with it, the Contractor is obliged to ensure that during the period, until their departure, they will normally provide their services and on the other hand to immediately replace the departed personnel, with other persons who will have at least equal experience and equal qualifications with the replaced ones.

In the event of the dissolution, bankruptcy, or enforcement of one of the members who form the Contractor, the Agreement shall continue to exist and the obligations arising from the Agreement shall be borne by the remaining members of the Contractor only if they are able to fulfill them. The decision on the possibility of fulfilling or not the terms of the Agreement is at the discretion of the competent body of Growthfund. Otherwise, Growthfund may terminate the Agreement. Also in case of merger, acquisition, transfer of the business, etc. of one of the members who form the Contractor, the continuation or not of the Agreement is at the discretion of Growthfund. In case of dissolution or bankruptcy of the Contractor, when he consists of a company, or the placement of his property in receivership, then the Agreement is automatically terminated from the day of the above events. In such a case, the Letters of Guarantee shall also be forfeited in favour of Growthfund/ Growthfund portfolio companies.

The Contractor guarantees the proper and good execution of the project. In addition, it fully guarantees the possibility of timely delivery of all deliverables, according to the agreed schedule. In the event that the Contractor uses personnel or other third party for the execution of the project, the following shall apply: Any staff of the Contractor and any third party assistant thereof shall not be, nor shall they be considered to be employees of Growthfund/ Growthfund portfolio companies, nor shall they be connected with any relationship with the above. The Contractor will be obliged to comply with the provisions of labor and insurance legislation, legislation on the health and safety of employees as well as legislation on the prevention of occupational risk. The Contractor, as the sole employer, will be solely responsible for the payment of wages, overtime, insurance benefits and any kind of remuneration or compensation of its staff and any third party assistant by making the necessary deductions imposed by Greek law. Furthermore, it is expressly and unconditionally agreed that this agreement does not constitute in any way an employment contract and does not create any dependent employment relationship between Growthfund/ Growthfund portfolio companies and the Contractor and its staff/cooperating third parties.

TERM

This Agreement concluded hereunder by the Parties shall enter into force upon the Commencement Date. All Deliverables must be delivered the latest

The period for the delivery of the Services by the Contractor commences from the date on which the first Individual Contract has been signed by the last Party.

The Agreement is concluded for a period of commencing from the Commencement Date.

The implementation of the Agreement by way of the signing of an Individual Contract cannot take place before the Commencement Date. The duration of the Individual Contracts, which are based on the Agreement, does not need to coincide with the duration of this Agreement, but might, as appropriate, be shorter, or longer.

The Agreement shall continue to apply to Individual Contracts executed prior to the expiration of the Agreement, irrespective of whether the Agreement expires during their term.

Any Individual Contract aiming at the implementation of the Agreement shall be signed before the Agreement lapses. The Agreement continues to apply to such Individual Contract after its expiry.

Growthfund is entitled to extend the duration of the Agreement, by providing written notice to the Contractor.

FEES & EXPENSES – PAYMENTS

The maximum amount covering the provision of all Services within the total duration of the engagement is [*] excluding VAT (the “**Budget**”). Under no circumstances, the total sum of the Contracts shall exceed the Budget.

The Budget includes all the fees to be paid to the Contractor in relation to the delivery of the Services. All prices shall be expressed in Euro. Prices shall be fixed and not subject to revision. The fees include all kind of expenses.

The payment of the invoices concerning the Services is done by [the Growthfund portfolio companies as the case may be] and is subject to the due delivery of the Services and Deliverables as each time specified. The delivery requirements shall be described in the Agreement and the Individual Contracts.

The Growthfund portfolio companies shall pay the respective amounts within sixty (60) days of the date of receipt of the relevant invoice and supporting documentation as per applicable law and/ or as may be requested by Growthfund/ Growthfund portfolio company.

Payments shall be made to the bank account indicated by the Contractor.

The Contractor is liable for any charges or withholdings in favour of third parties according to the applicable legislation in relation to Growthfund or Growthfund portfolio companies, except for the applicable VAT. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him.

CONFLICT OF INTEREST [The term may be amended following assessment procedure of Growthfund]

The Contractor shall take all the necessary measures to prevent and abstain from any situation where the impartial and objective implementation of the Agreement is compromised for any reason and especially for reasons involving economic interest, political or national affinity, family or emotional life or any other personal interest related to the Agreement. The Contractor has the same obligation in connection with its personnel and all subcontractors engaged in the implementation of the Agreement.

Before the signing of the Individual Contract, the Contractor shall declare in writing that it has no Conflict of Interest in relation to the specific Assignment of the RFP, and that it will take all the necessary measures to ensure that the absence of any Conflict of Interest will be in effect throughout the whole term of the engagement.

Any situation constituting or likely to lead to a Conflict of Interest during the implementation of the Agreement shall be notified to Growthfund, in writing, without delay. The Contractor shall immediately take all the necessary steps to rectify this situation. Growthfund reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

The Contractor shall comply with the respective environmental, social security and other legal framework subject to European Union law, national law etc. The Contractor declares that it has read Growthfund's Code of Conduct, which is attached as Annex and in connection with the provision of services to Growthfund/ Growthfund portfolio companies under this Agreement will comply with the Code.

The Contractor will not, and nor will any of its officers, employees, shareholders, representatives or agents, subcontractors ("Associated Parties"), directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this agreement which (i) would violate any anti-corruption laws or regulations applicable to the Contractor or Growthfund/ Growthfund portfolio companies, (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

To the best of its knowledge and belief, neither the Contractor nor any of its Associated Parties (i) has at any time been found by a court in any jurisdiction to have engaged in any corrupt act (or similar conduct), (ii) has at any time admitted to having engaged in any corrupt act (or similar conduct), or (iii) has at any time been investigated or been suspected in any jurisdiction of having engaged in any corrupt act (or similar conduct). The Contractor represents and warrants that it and its Associated Parties have not engaged in any corrupt act prior to the date of this Agreement.

The Contractor warrants that it is not in any legal or factual relationship or situation which creates a potential conflict of interest situation or in general could possibly create suspicion that it prevents same - to a greater or lesser extent - from providing with the necessary effectiveness and objectivity its services to Growthfund/Growthfund portfolio

companies. In the event that any legal or factual relationship or potential situation arises for any reason in the future, irrespectively of whether the Contractor is involved or not, the latter shall immediately notify in writing Growthfund and has the obligation to rectify the aforementioned situation as soon as Growthfund requests it. Growthfund is entitled to assess within its sole discretion whether a conflict-of-interest situation exists or not, irrespectively of whether it is described above or not.

The Contractor shall inform immediately Growthfund about any circumstance that may substantially affect its ability to either effectively perform its services to Growthfund/ Growthfund portfolio companies or comply with applicable laws and regulatory requirements.

Without prejudice to clause on termination, in the event Growthfund reasonably suspects there to have been a breach of this clause, Growthfund may terminate this Agreement immediately upon written notice to the Contractor.

CONFIDENTIALITY – INTELLECTUAL PROPERTY

The Contractor shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement, with the exception of information that is publicly available.

The Contractor shall not use Confidential Information and Documents for any reason other than fulfilling its obligations under the Agreement, unless otherwise agreed with Growthfund in writing.

The Contractor, as well as its personnel and all subcontractors engaged in the implementation of the Agreement, shall be bound by the confidentiality obligations stipulated hereunder during the implementation of the Agreement and for a period of five (5) years starting from the final payment made, unless:

- a. Growthfund agrees to release the Contractor from the confidentiality obligations earlier;
- b. the Confidential Information or Documents become public through other means than a breach of the confidentiality obligations;
- c. the disclosure of the Confidential Information or Documents is required by law.

The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality obligations under the Agreement.

The Contractor acknowledges that all the Results and Deliverables, in whatever medium or format, produced for use, or intended use, in relation to the performance of its obligations under the Agreement, shall be the sole property of Growthfund or a Growthfund portfolio company, as the case may be.

The Contractor grants to Growthfund as well as to Growthfund portfolio companies the rights to use at their absolute discretion the Results of the implementation of the Agreement.

In relation to the booth to be produced, same shall be the property of Growthfund and its portfolio companies.

DATA PROTECTION

The Parties shall take all necessary technical and organizational measures to ensure that the requirements of the General Data Protection Regulation are met, namely Regulation (EU) 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as with the Greek Law 4624/2019, as in force.

Growthfund and/ or a Growthfund portfolio company acts as data controller with respect to personal data of individuals which may be collected in the context of the implementation of the Agreement and the Individual Contracts, and the processing of said data is to be conducted pursuant to the legislation on the protection of personal data.

Prior to any personal data processing on the part of the Contractor as data processor, the Contractor shall sign a Data Processing Agreement with Growthfund and/ or a Growthfund portfolio company, as may be required.

ASSIGNMENT

The Contractor may not assign and/or transfer any of its rights, claims and/or obligations under the Agreement, in whole or in part, and may not be substituted in the performance of the Agreement by any affiliate thereof or any third party, unless Growthfund has given its prior written consent thereto.

Any right or obligation assigned by the Contractor without authorisation is not enforceable against Growthfund.

LIABILITY

The Contractor shall be solely responsible for complying with any legal obligations incumbent on it.

Growthfund/ A Growthfund portfolio company is not liable for any damage or loss caused by the Contractor, including any damage or loss to third parties during or as a consequence of the implementation of the Agreement.

Without prejudice to the events of force majeure, the Contractor shall be liable and indemnify Growthfund/ Growthfund portfolio company and keep the latter indemnified for all actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities incurred and/or suffered by Growthfund/ Growthfund portfolio company arising from, out of or in connection with:

- a. any act or omission – whether negligent or by intent – of the Contractor, its directors, officers, personnel, employees, subcontractors or agents relating to matters contemplated in this Agreement; and
- b. any breach by the Contractor, its directors, officers, employees, subcontractors or agents of any of the Contractor's obligation under this Agreement.

In the event of any action brought by a third party against Growthfund/ Growthfund portfolio company in connection with the implementation of the Agreement, the Contractor shall assist Growthfund.

The Contractor does not acquire towards Growthfund/ Growthfund portfolio company and/or its officers, agents and/or employees and/or advisors, any right or claim for compensation, or indemnification, or other, for any reason or cause related to the Agreement.

The economic operators forming the Contractor's consortium are all jointly and severally liable to Growthfund for the implementation of the Agreement.

TERMINATION

The Agreement shall be terminated upon expiry of its Term.

Growthfund reserves the right to terminate the Agreement with cause upon written notice to the Contractor with immediate effect. Growthfund/ A Growthfund portfolio company may terminate the Agreement and/or an Individual Contract indicatively in the following circumstances without having an obligation for compensation:

- a. if the Contractor is unable due to its own fault to obtain any permit or license required for implementation of the Agreement;
- b. if the Contractor fails to perform its obligations under the Agreement or is in breach of another substantial contractual obligation or refuses to sign an Individual Contract;
- c. if the procedure for the awarding or the implementation of the Agreement proves to have been subject to fraud;
- d. if the Contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24;
- e. if the Contractor is in a situation that could constitute a Conflict of Interest, subject to Article ... hereinabove;
- f. if a change to the Contractor's legal, financial, technical, organizational or ownership situation is likely to substantially affect the implementation of the Agreement or substantially modify the conditions under which the Agreement was initially awarded;
- g. in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Agreement and/or the Individual Contract would mean that Growthfund/ Growthfund portfolio company's needs are no longer fulfilled;
- h. if the Agreement is subject to a substantial modification which would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24;

- i. the Contractor has, at the time of the award of the present Agreement, been in one of the situations referred to in Article 57 (1) & (2) of Directive 2014/24 and should have been excluded from the award procedure;
- j. the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.
- k. There is any reason in relation to article 44 of Law 4972/2022.

At its absolute discretion, Growthfund may set a deadline to the Contractor to perform its obligations arising from the Agreement, in case the Contractor has not fulfilled same. If Growthfund chooses at its absolute discretion not to set the above deadline, then Growthfund is entitled to terminate the Agreement with immediate effect.

The Contractor shall take all appropriate measures to minimize costs, prevent damage caused to Growthfund/ Growthfund portfolio companies by the termination of the Agreement and/or an Individual Contract. The Contractor shall perform all of its already assigned obligations in relation to the time period before the date of termination. The Contractor is liable for any damage incurred by Growthfund/ Growthfund portfolio company as a result of the termination of the Agreement and/or an Individual Contract including the cost of appointing another contractor to deliver the Services.

Growthfund/ A Growthfund portfolio company is entitled to terminate the Agreement and/ or the Individual Contract without cause upon prior written notice to the Contractor of 15 days, without having to pay any compensation to the Contractor. In such case the Contractor shall be entitled to fees corresponding to works already executed.

FORCE MAJEURE

Force majeure shall mean any unforeseeable, exceptional situation or event beyond the control of the Parties that prevents either of them from fulfilling any of their obligations under the Agreement. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence, indicatively including a natural catastrophe, fire, explosion, epidemic, war and terrorism. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as force majeure.

If either Party faces force majeure, it shall notify the other Party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration, and foreseeable effects.

Neither Party shall be held in breach of its contractual obligations under the Agreement if it has been prevented from performing them by force majeure.

The Parties shall take all the necessary measures to limit to a minimum any damage due to force majeure.

AMENDMENTS

Any amendment to the Agreement shall be subject of a written agreement concluded by the Parties. No oral agreement shall be binding on the Parties.

GOVERNING LAW

The present Agreement and any non-contractual matters or obligations arising under, out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Hellenic Republic.

JURISDICTION

The courts of Athens, Greece, shall have exclusive jurisdiction in relation to any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity hereof or any non- contractual obligations arising out of or in connection with this Agreement which cannot be settled amicably.

The Parties irrevocably waive any right they may have to object to any action being brought in those courts, to claim that the action has been brought to an inconvenient forum or to claim that those courts do not have jurisdiction.

SEVERABILITY

If any provision of this Agreement is held to be invalid in whole or in part, such provision shall be deemed not to form part of the Agreement. In any event, the enforceability of the remainder of the Agreement shall not be affected, unless such deletion substantially affects or alters the contractual basis of the Agreement, as per the provisions of the Governing Law.

NOTICES

Any notice or other communication given by one Party to the other pursuant to this Agreement shall be in writing, sent by way of a Formal Notification, i.e. by mail or email. Any notice given by email shall be immediately confirmed by the sending of a copy of the notice or communication by ordinary mail. Communications shall be sent to the address of the relevant Party referred to in this Agreement or the email address set out:

.....

In the event of a change in the above contact details, the Party to which the change concerns is obliged to inform the other Party in writing without delay. Such change shall be effective only after such notification.

MISCELLANEOUS

This Agreement supersedes any previous conditions, understandings, commitments, agreements, or representations whatsoever, whether oral or written, and represents the entire understanding between the Parties, in relation to the scope of this Agreement. No variation to this Agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.

No omission to exercise or delay in exercising on the part of any Party to this Agreement any right, power or remedy provided by law or under this Agreement shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy.