

**Request for Proposals (“RFP”)  
For the Framework Agreement for the  
“Provision of Services for the Preparation, Implementation and Operations of  
Digital Transformation projects/programs”  
for the Hellenic Corporation of Assets and Participations and companies in the  
Hellenic Corporation of Assets and Participations (“Growthfund”) Portfolio**

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Date 05/03/2024

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**DEFINITIONS / LIST OF ABBREVIATIONS**

ATOR	Assignment Terms of Reference, i.e. the request for proposal indicating the terms of reference of a specific Assignment, as further described in section 7 of the present RFP;
Advisor(s)	A natural person or legal entity forming part of a Framework Advisor's consortium;
Assignment	The services to be provided by the Framework Advisor(s), as per the scope and terms defined in the respective Individual Services Contract;
Call-Off Notice	The notice delivered to the Framework Advisor, which has been selected by Growthfund to undertake a specific Assignment, as further described in section 7 of the present RFP;
Directive 2014/24	Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement;
Framework Advisor(s)	The Interested Party(ies) that are to be selected and engaged by Growthfund on the basis of the present RFP through the conclusion of a Framework Agreement;
Framework Agreement	Framework Agreement for the provision of the services to be provided to Growthfund/ Growthfund portfolio companies, that is to be entered between Growthfund and the Framework Advisor(s);
Growthfund Company/ secondary authority	Portfolio benefitting/ contracting
	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 Services Contract	The contract concluded between Growthfund in relation to the services to be provided to Growthfund or any of Growthfund's portfolio companies (benefitting contracting authorities) and a Framework Advisor for the provision of services in relation to a specific Assignment;
Interested Party (-ies)	A company or consortium of companies submitting a Proposal for the conclusion of the Framework Agreement, in the context of this RFP;
Lead Member	In case of a consortium, the Advisor duly authorized by the other Advisors forming the Framework Advisor's consortium to sign the Framework Agreement and the Individual Services

	Contract in respect of such Framework Advisor;
Contractor	The Framework Advisor that has successfully corresponded to a Call-Off Notice and has been engaged by Growthfund or a Growthfund portfolio company to an Assignment, as described in section 7 of the present RFP;
Proposal	Proposal for the conclusion of a Framework Agreement for the provision of the services in the scope of the present RFP;
RFP	Request for Proposal;
Tender Process	The tender process for the conclusion of a Framework Agreement for the provision of the respective services.

## 1. CONTRACTING AUTHORITY – OBJECTIVES AND SUBJECT

### 1.1 A. 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 fulfil 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	<p>4 Karagiorgi Servias Str., 105 62, Athens, Greece NUTS Code EL 303</p> <p>Tel: 0030 210 0106900</p> <p>Fax: 0030 210 0106953</p> <p>Web: <a href="http://www.growthfund.gr">www.growthfund.gr</a></p> <p>Additional information may be requested to the following email address: <a href="mailto:info@growthfund.gr">info@growthfund.gr</a>.</p>
Questions in respect of the Request for Proposals process	<p>The Interested Parties can submit their questions in writing to Growthfund, until 10 days prior to the RFP close date. The questions should be submitted to the following email address:</p> <p><a href="mailto:info@growthfund.gr">info@growthfund.gr</a></p> <p>and answers to the questions will be provided to the parties electronically.</p>

## **B. Benefitting Contracting Authorities**

The companies in the portfolio of Growthfund for which this RFP is of relevance are:

1. OASA Group (<https://www.oasa.gr/en/>) (i.e. OASA, OSY and STASY)
2. ELTA (<https://elta.gr/>)
3. CMFO - OKAA (<https://www.okaa.gr/>)
4. GAIAOSE (<https://www.gaiaose.com/>)
5. Hellenic Saltworks (<https://saltworks.gr/>)
6. CMT - KATH (<https://www.kath.gr/el>)
7. HRADF - TAIPED (Hellenic Republic Asset Development Fund, <https://hradf.com/>)
8. Corinth Canal - AEDIK (<https://corinthcanal.com/>)

Other Growthfund portfolio companies and companies that will enter the Growthfund portfolio, may also fall under the scope of the present RFP and the relevant Framework Agreement, at the sole discretion of Growthfund.

The above-mentioned benefitting contracting authorities (companies in the portfolio of Growthfund) will conclude, sign and invoice each Individual Services Contract, depending on the assignments needed.

Growthfund, can also conclude, sign and invoice the Individual Services Contract(s) related to the services to be provided to it.

### **1.2 Key Objectives of the Framework Agreement' mechanism**

Growthfund aims to establish a portfolio-wide agreement (“Framework Agreement”) with up to three (3) Framework Advisors for the provision of services for the preparation and implementation of digital transformation projects/programs in the Growthfund portfolio of companies, including Growthfund, as well as the delivery of operational functions to support the transformation projects, as specifically described in Section 2 ‘Scope of Work’ below. Following the establishment of the Framework Agreement, the services will be awarded to each Framework Advisor in the form of specific assignments, and specifically through one or more individual contracts (the “Individual Services Contract”), for each portfolio company, including Growthfund that will utilize the Agreement.

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

- i. The creation of the appropriate conditions to negotiate advantageous pricing, improve payment terms, and receive services of better quality through a pool of Framework Advisors that will be in advance familiar with Growthfund and its portfolio companies’ expectations, regarding digital transformation initiatives and efficient IT operations;
- ii. 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;

- iii. Establishment of an efficient evaluation system – a pool of readily available Framework Advisors is expected to mitigate the risk of inadequate performance;
- iv. Ensuring the same advanced level of specialized expertise being delivered across the different portfolio companies;
- v. Diffusion and retention of specialized knowledge and best practices on key digital transformation initiatives and IT operation practices across the portfolio companies;
- vi. Securing of expertise and resources to support not only company-specific requirements but also group-wide digital transformation initiatives across the portfolio companies, and eventually;
- vii. Acceleration of the companies’ digital transformation, through the design and successful implementation of selected projects and the adoption of modern operations;

### **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 a Framework Agreement for the provision of the Services (“Framework Agreement”).

The Framework Agreement will be concluded in the form of separate but identical Framework Agreements with up to three (3) Framework Advisors, provided there are enough Interested Parties whose Proposals are retained after the evaluation. In case fewer than three (3) Interested Parties submit acceptable Proposals, Growthfund may proceed with the conclusion of the Framework Agreement with such Interested Parties.

The Tender Process will be conducted in accordance with Growthfund’s Procurement Regulation in combination with the provisions of Directive 2014/24 and Law 4972/2022. Growthfund has chosen to award the Framework Agreement resulting from this RFP through an open procedure whereby any interested economic operator may submit a Proposal.

The present procedure has been subject to the following publication procedures:

- i. A contract notice was submitted to the Official Journal of the EU on the 04/03/2024 and it has been published on the 05/03/2024 (Notice number in the OJ 2024/S 46-133114).
- ii. A publication on Growthfund’s website.

The present procedure falls under the following CPV codes:

- 72000000-5 IT services: consulting, software development, Internet and support
- 72100000-6 Hardware consultancy services
- 72200000-7 Software programming and consultancy services.
- 72220000-3 Systems and technical consultancy services.
- 72240000-9 Systems analysis and programming services.

- 72250000-2 System and support services.
- 72300000-8 Data services

Proposals that will be submitted to Growthfund without being in line with the provided in the present RFP 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 mentioned below.

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 invite the Framework Advisor in writing to sign the Framework Agreement and the Framework Advisor shall be obliged to proceed.

Growthfund may at any time request relevant supporting documentation to the submitted Proposal, either at this stage or prior to the conclusion of the Agreement or any individual contract, described in the present or additional to the latter, in accordance with the applicable legal framework.

## **2. SCOPE OF WORK**

Following Growthfund's Strategic Plan 2022-24 priorities and in execution of the respective business plans, Growthfund portfolio companies have adopted and are operating advanced, state-of-art IT systems and infrastructures, while at the same time implementing a variety of digital transformation actions with increased requirements for design, interoperability with existing systems, adoption of innovative technologies, implementation, hosting and IT security specifications as well as operations and support of the emerging IT and OT solutions.

IT operations and digital transformation actions are subject to several additional requirements including (indicatively) regulatory obligations, certification and quality requirements, service level agreements, strict timetables and implementation of change management procedures so as not to disrupt enterprise operations.

The scope of IT Operations in the portfolio companies has recently been significantly extended to include (indicatively):

- Hybrid (On premise/on cloud) systems and services
- Virtualized systems/containerized platforms
- DevOps
- Data lakes/warehouses
- IoT and AI-enabled systems
- Fintech applications
- Security operations (e.g. SOC services)

while indicative categories of digital transformation projects in the portfolio companies are:

- Infrastructure and services' migration to the cloud

- Implementation of Disaster Recovery infrastructure and services
- Upgrade/redesign of telecommunications infrastructure
- Introduction of modern, modular ERP systems (in some cases group ERPs)
- Introduction of modern CRM and HRM systems
- Introduction of full stack customer support solutions, often integrated with IT operations
- Development of Operational Technologies (OT) and IoT infrastructure
- Design and development of data infrastructures and services (BI, data analytics)
- Adoption of modern/automated communication and marketing tools

Furthermore, Growthfund has introduced a complex Index to monitor the digital transformation progress of its portfolio companies, the Digital Transformation Index (DTI). DTI aims to highlight the digital maturity of the portfolio companies and enable structured monitoring of their digital transformation progress. Growthfund's Strategic Plan 2022-24 requires the annual target setting for the DTI index as well as the structured monitoring in periodic intervals of the companies' progress against the targets. The DTI framework requires a structured and coherent approach to manage the digital maturity of each portfolio company and DTI goals per company impose demanding time frames and adoption of modern technologies at a high pace.

Following the above, specialized services on digital strategy shaping, IT systems' design and operations, preparation and implementation of large-scale digital transformation actions and migrations as well as adoption of state-of-the-art technologies, are in high demand by the Growthfund portfolio companies. To support the effective planning and execution of specialized digital transformation projects and demanding elements of digital operational functions across its portfolio companies, Growthfund aims to establish a Framework Agreement mechanism for the provision of the appropriate services by suitable and experienced Contractors, i.e. the Framework Advisors.

Thus, the scope of work (the "Services") includes the provision of dedicated manpower of properly qualified experts to deliver technical, specialized services for the preparation and implementation of digital transformation actions as well as operational functions supporting digital transformation in Growthfund and Growthfund portfolio companies. The foreseen Services are classified in two main categories:

- Type A Services: Supporting services for the design, implementation and operations of IT solutions.
- Type B Services: Supporting services for the execution of operational functions in the form of Chief-{Information, Information Security, Digital Transformation}-Officer-as-a-Service ('CxOaaS' or 'virtual CxO') services

The Tender Process will be concluded in the form of separate but identical Framework Agreements with each Framework Advisor. Following the establishment of one or more Framework Agreements, services will be awarded to each Framework Advisor in the form of one or more Individual Services Contracts, by each portfolio company and Growthfund (in the latter case in relation to services requested for Growthfund) that will utilize the corresponding Framework Agreement. 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 cancelled 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 Framework Agreement and/ or the Individual Services Contracts with the Framework Advisor can be terminated either in whole or partly without compensation obligation for Growthfund or any of its portfolio companies, among others, concerning any reason in relation to article 44 of Law 4972/2022.

More specifically, the types and components of Services to be required by the Framework Advisors, forming a broad scope of work are provided in the following sections.

## **2.1 Supporting services for the design, implementation and operations of IT solutions**

For this type of services (Type A), the Framework Advisor is expected to provide qualified senior, mid-level, and junior resources to support the beneficiary company on the design, implementation and operations of new IT solutions, on a case-by-case basis. Such solutions may be part of the beneficiary company's digital transformation strategy and are expected to be integrated to the company's existing digital universe (IT infrastructure and applications, enterprise applications, operational/control solutions, data infrastructure and applications, customer-facing applications).

The IT solutions in scope for this type of services include:

- Digital applications (enterprise applications such as an ERP, operations applications, such as a preventive maintenance solution, and customer facing applications, such as an AI chatbot)
- IT infrastructure and services (e.g. telecommunications infrastructure, cloud services, IoT solutions)
- Data solutions (e.g. a data lake, data warehouse or a BI solution)

For this type of services, the Framework Advisor's scope of work will entail, but not be limited to, one or more of the following elements:

- Coordinate the engagement of the respective solution stakeholders within or outside of the company
- Coordinate the collection of business requirements for the solution from the relevant stakeholders
- Deliver the functional requirements for the solution, as well as the interoperability requirements with other company systems or third party solutions
- Deliver the technical as well as security requirements of the solution
- Deliver the performance metrics of the solution (e.g. number of users, volume of data)
- Evaluate off-the-shelf solutions against the functional, interoperability, technical, security and performance requirements
- Deliver RFI/RFP documents for the implementation of the solution

- Deliver specifications for the operational transition as well as operations of the solution
- Contribute to interoperability functionality, monitoring functionality, operations' automation and other supporting functionality, as needed, in order to integrate the solution in the company's existing digital universe
- Train and support the company staff in operational transition and early-days operation of the solution, ensuring transfer of know-how and development of competences for the adoption of any new technologies and techniques among the designated staff members.

## **2.2 Supporting services for the execution of operational functions in the form of Chief-{Information, Information Security, Digital Transformation}-Officer-as-a-Service ('CxOaaS' or 'virtual CxO') services**

For this type of services (Type B), the Framework Advisor is expected to provide a senior resource to serve as a 'virtual' Chief Officer or support the corresponding Chief Officer within the beneficiary company (Growthfund/a Growthfund portfolio company) for selected functions, on a flexible basis. The Chief Officer may be complemented on an as-needed basis by other experts provided by the Framework Advisor. More details on the scope of work for the three different Chief Officer functions foreseen by the current RFP, namely Chief Information Officer as a Service (CIOaaS), Chief Information Security Officer as a Service (CISOaaS) and Chief Digital Transformation Officer as a Service (CDTOaaS), are provided in the following subsections.

### *2.2.1 CIO as a Service (virtual CIO) services*

The scope of work will entail, but not be limited to, one or more of the following elements, as designated by the interested company (Growthfund or Growthfund portfolio company) in the respective Assignment:

- Setting objectives and strategies for the IT department
- Establishment and supervision of IT policies, protocols and standards
- Overseeing of operations of IT infrastructure, systems and applications to ensure optimal performance
- Contribution to the implementation and the transition to operations for new IT and OT infrastructure, systems and applications
- Design and overseeing of the strategy for IT Governance, risk and compliance
- Design, rollout and oversee operations for IT Service Management
- Management budget and expenditure for IT (CAPEX, OPEX)
- Approvement of purchases of technological equipment and software, manage contracts and establish partnerships with IT providers
- Monitoring of changes or advancements in technology in order to improve the performance and services of IT infrastructure/systems/applications and discover ways the company can gain competitive advantage
- Analysis of the costs, value and risks of IT to advise management and suggest actions

- Liaison with Growthfund with regards to all group projects and initiatives related to IT operations' improvement

### 2.2.2 CISO as a Service (virtual CISO) services

The scope of work will entail, but not be limited to, one or more of the following elements, as designated by the interested company (Growthfund or Growthfund portfolio company) in the respective Assignment:

- Define the information security strategy
- Develop and implement security policies and procedures, following frameworks and best practices
- Oversee the design, implementation and operation of processes and solutions to manage cybersecurity risk, incidents and disaster recovery
- Oversee security operations
- Contribute to the implementation and operations of threat detection solutions
- Coordinate response and recovery efforts in case of security incidents
- Define and oversee implementation of security controls
- Prepare reports to the designated hierarchy
- Comply with national security protocols, practices and overall framework, provide incidence reports and event logs to national security and threat management bodies, should circumstances dictate so.

### 2.2.3 CDTO as a Service (virtual CDTO) services

The scope of work will entail, but not be limited to, one or more of the following elements, as designated by the interested company (Growthfund or Growthfund portfolio company) in the respective Assignment:

- Shaping of digital transformation agenda
- Definition of digital transformation strategy and its implementation roadmap
- Digital transformation stakeholders' management
- Management budget and expenditure for digital transformation (CAPEX, OPEX)
- Digital transformation program/projects management
- Execution of technology and solutions' scouting and implementation of RFIs
- Advisory on advanced technologies' uptake and digital transformation best practices
- Ownership of functional and technical requirements for digital transformation actions, contribution to design and coordination of transition to operations for emerging solutions
- Contribution to the design of IT systems, applications, data architectures and interoperability solutions, as required by digital transformation actions

- Ownership of implementation and operation contracts for digital transformation projects

## 2.3 Approach & methodology for Individual Service Contracts

Each Individual Services Contract will detail the scope of work of each Assignment, namely:

- Projects to be assigned (in the form of supporting services for the design, implementation and operations of IT solutions or type A services), as well as their goals and KPIs and/or
- Operational functions to be undertaken (in the form of CxOaaS services or type B services), as well as their goals and KPIs

Furthermore, the Individual Services Contract will include all the required resources on behalf of the Contractor in order to fulfil the goals and achieve the KPIs of each Assignment, as defined by the ATOR.

More specifically, each Individual Services Contract will define a specific implementation team profile, selected from the following team profiles, as presented in Table 1. Each Team Profile comprises of a different mix of senior, mid-level and junior Key Experts (represented by the percentages of participation for each Key Expert profile<sup>1</sup>), depending on the Assignment’s requirements.

It is expected that Type A services will utilize Teams with Junior, Mid-level, Senior profiles, while Type B services will utilize Teams with the CxOaaS profile, as per Table 1.

Expert profile	Team profile			
	Junior	Medium	Senior	CxOaaS
Senior Director	0%	0%	10%	70%
Senior Manager	5%	10%	0%	0%
Solutions Architect	0%	10%	10%	5%
Engineer	30%	40%	40%	15%
Junior Engineer	60%	25%	20%	0%
Project Manager	5%	5%	10%	5%
Business Analyst	0%	10%	10%	5%

*Table 1. Team profiles for the implementation of Assignments*

The Framework Advisor shall develop an integrated implementation plan for each Assignment and coordinate its implementation. This will entail, but not be limited to, the following:

- Developing a detailed approach and methodology following the review of any existing documents and studies. This shall include a discussion on any identified gaps and issues that will either be accommodated as part of the Assignment or by way of another study beyond the scope of the Assignment;
- Developing a detailed work plan and timeline for the implementation of the Assignment that is consistent with the approach and methodology;
- Incorporating the approach and methodology, work plan and timeline of the team members and presenting an integrated approach to Growthfund/ the concerned Growthfund Portfolio

<sup>1</sup> Details on the specifications of Key Expert profiles are provided in section 4.2.3.2 of the current RFP

Company;

- Preparing a list of documents and key meetings with stakeholders required for the implementation of the Assignment;
- Capturing all the above activities in an inception report.

The signing of an Individual Service Contract requires the provision of a performance guarantee, at the amount of 10% of the estimated value of the Contract, and which shall be submitted until the signing of the Contract.

The performance guarantee covers the application of all the terms of the Individual Service Contract and the delivery of the foreseen goals and KPIs of the Assignment and any claim of Growthfund in relation to its own Individual Contract or the Growthfund portfolio company against the Contractor. In the event of a modification of the Individual Service Contract, which entails an increase in the contract value, the Framework Advisor must submit, until the signature of the modified Contract, a supplementary performance guarantee, which shall amount to 10% of the amount of the increase in the contract value. The performance guarantee(s) is/are returned in its/their entirety upon the Contractor's request, after the quantitative and qualitative acceptance of the entire scope of the Individual Services Contract.

Each expert assigned to an Individual Services Contract with Growthfund or a certain Growthfund portfolio company will sign a required Non-Disclosure Agreement regarding his engagement as well as his agreement with any other required policies and codes of the respective company (e.g. Code of conduct), as deemed necessary by his assigned scope of work.

## 2.4 Governance

To ensure an efficient execution of the Framework Agreement and the maximization of its benefits for the Growthfund portfolio companies as a whole, a light governance scheme at the Framework Agreement level is required.

- A **Central Sponsor** will be appointed by Growthfund to have the overall responsibility for the timely and successful implementation of the Framework Agreement. The Central Sponsor will have as a responsibility:
  - Monitoring of Framework Advisors' responses (or not) to ATORs
  - The periodic monitoring of the overall execution of Individual Service Contracts
  - Overall monitoring of allocation of Contractors' resources across the portfolio companies, as per Individual Service Contract commitments
- A **Steering Committee** will be established, composed of one representative from each Growthfund portfolio company participating in the Framework Agreement and the Central Sponsor. The Committee will have as responsibility:
  - Coordination among portfolio companies for the preparation of ATORs with regards to scope, requirements, specifications and best practices
  - The exchange of information across portfolio companies regarding best practices, specifications, designs and solutions emerging from the implementation of Individual Service Contracts of interest to more than one company

- The **representatives**, one from each Framework Advisor, who will be responsible for the receipt of ATORs and all required tasks for the establishment and execution of Individual Services Contracts on behalf of the respective Framework Advisor.

For the successful delivery of Contractor services, in particular where the Contractor will deliver teams of medium or senior profile for type A services, the beneficiary Growthfund and each Growthfund portfolio company will commit to provide:

- A **Project Manager** on behalf of the company for the scope of the Assignment
- A **Sponsor** for the scope of the Assignment.
  - The Assignment Sponsor will be the individual to whom the Contractor will report regarding progress and deliverables of the Assignment. The Assignment Sponsor will be responsible to sign-off the deliverables of the Assignment.
- **Company staff/stakeholders** identified as required for the implementation of the Assignment

For the successful delivery of Contractor services in 'CxOaaS' Assignments (type B services) or Assignments to Junior team profiles for type A services, the beneficiary Growthfund and each Growthfund portfolio company will commit to provide at least a **Project Manager** on behalf of the company for the scope of the Assignment.

- For 'CxOaaS' Assignments (type B services), a manager within the company will be appointed as the individual to whom the Contractor will report regarding progress and deliverables of the Assignment. The appointed manager will be responsible to sign-off the deliverables of the Assignment.
- For Assignments to Junior team profiles for type A services, the designated team for a certain Assignment (and the Contractor as a whole) will report to the Project Manager appointed by the company. The Project Manager will be responsible to sign-off the deliverables of the Assignment.

For the benefit of the Growthfund portfolio companies as a group, Growthfund will appoint an Assignment-specific **Group Sponsor** for those Assignments in which the Contractor will deliver teams of senior or medium profile (type A services), and which will address functions/processes/solutions of interest for more than one Growthfund portfolio companies. For such Assignments, the **Group Sponsor** will co-sign the deliverables of the Assignment.

## 2.5 Place of performance

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

## 2.6 Languages of delivery

Actions and deliverables shall be performed in Greek and/ or in English.

## 3. DURATION, BUDGET AND GUARANTEES

### 3.1 Duration

The duration of the Framework Agreement shall be three (3) years (the "Term"). Growthfund reserves

its right to extend the duration of the Agreement for one (1) additional year (“the Extension Period”), unilaterally and at its sole discretion and provided that the budget has not been exhausted.

In addition, with a justified decision of Growthfund, after a recommendation from the service governing the Agreement, the total duration of the Agreement can also be extended unilaterally on the part of Growthfund, following a relevant request of the Contractor submitted before the end of the Agreement, in objectively justified cases which are not due to the fault of the Contractor. If the total duration of the Agreement or individual contract expires, without a request on the part of the Contractor for extension being submitted in time, or if the extended duration, according to the above, expires, without the assigned deliverables being submitted, the Contractor is declared disqualified.

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

### 3.2 Budget

The maximum available budget for the provision of the Services, for the Term and the Extension Period is **€5,790,000** excluding VAT (the “Budget”).

	<b>Company</b>	<b>Services budget</b>
1	Growthfund	€240,000
2	OASA	€780,000
3	OSY	€600,000
4	STASY	€660,000
5	ELTA	€792,000
6	CMFO	€540,000
7	GAIAOSE	€360,000
8	Hellenic Saltworks	€288,000
9	CMT	€60,000
10	HRADF	€60,000
11	Corinth Canal	€360,000
12	Other subsidiaries	€1.050.000

The Budget includes both fees and expenses to be paid to the Framework Advisor(s) by Growthfund in relation to the Services requested for Growthfund and each Growthfund portfolio company in relation to the provision of the Services requested for each one of them, during the execution of the Individual Services Contracts. The above budget is estimate only and there is no commitment as to the exact

quantities of Services to be ordered, but in all cases the total budget described in the present cannot be exceeded. The actual volumes will depend on the quantities which Growthfund and Growthfund portfolio companies will order through specific ATORs and the corresponding Individual Services Contracts throughout the Framework Agreement duration.

Growthfund reserves the right to request – anytime during the Term and/or the Extension Period - the provision of additional Services. Should Growthfund exercise said option right, the Framework Advisors shall be obliged to render the requested additional Services within the context of and in accordance with the Framework Agreement. The maximum total available budget for additional Services shall not exceed the fifty percent (50%) of the initial Budget. It is in the absolute discretion of Growthfund or the Growthfund portfolio companies to assign additional Services, which shall not exceed the aforementioned budget cap (50% increase). In this context, the total estimated value of the Framework Agreement(s) corresponds to **€8,685,000** excluding VAT.

The use of such right is not binding for Growthfund or Growthfund portfolio companies and lies to their discretion and within the provisions and requirements of applicable framework.

The fee includes the withholdings in favor of third parties as well as any other charge in accordance with applicable law, not including VAT.

### **3.3 Guarantees**

#### *3.3.1 Framework Agreement Performance Guarantee*

The signing of the Framework Agreement requires the provision of a performance guarantee, the amount of which amounts to 0,5% of the estimated value of the Framework Agreement, not including options, and which shall be submitted until the signing of the Framework Agreement.

The performance guarantee covers the application of all the terms of the Framework Agreement and any claim of Growthfund against the Framework Advisor in its entirety and without discrimination, with the express reservation of Growthfund to pursue any additional claim.

In the event of a modification of the Framework Agreement, which entails an increase in the Framework Agreement value, the Framework Advisor must submit, until the signature of the modified Framework Agreement, a supplementary performance guarantee, which shall amount to 0,5% of the amount of the increase in the Framework Agreement value.

The performance guarantee(s) is/are returned in its/their entirety upon the Framework Advisor's request, after the quantitative and qualitative acceptance of the entire scope of the contract of the Framework Agreement.

#### *3.3.2 Individual Contract Performance Guarantee*

The signing of the individual contract in execution of the Framework Agreement requires the provision of a performance guarantee, the amount of which amounts to 10% of the estimated value of the contract, not including options, and which shall be submitted until the signing of the individual contract.

The performance guarantee covers the application of all the terms of the contract and any claim of

Growthfund in relation to its own Individual Contract or the Growthfund portfolio company against the Contractor in its entirety and without discrimination, with the express reservation of Growthfund or the Growthfund portfolio company to pursue any additional claim.

In the event of a modification of the contract, which entails an increase in the contract value, the Contractor must submit, until the signature of the modified contract, a supplementary performance guarantee, which shall amount to 10% of the amount of the increase in the contract value.

The performance guarantee(s) is/are returned in its/their entirety upon the Contractor's request, after the quantitative and qualitative acceptance of the entire scope of the contract.

The letters of guarantee of the present Article of the RfP shall be formulated in accordance with ANNEX IV: Templates of letters of guarantee herein;

#### **4. GROUND OF EXCLUSION AND SELECTION CRITERIA**

Interested Parties must meet the overall criteria (exclusion criteria, technical & professional, economic & financial) to perform the Framework 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 Grounds of Exclusion**

The objective of the exclusion criteria is to assess whether an Interested Party falls under any of the exclusion situations listed in Article 57 (1) of the Directive 2014/24. Interested Parties found to be in an exclusion situation will be rejected.

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.

Any Interested Party that has been subject to a horizontal exclusion sanction in accordance with the applicable provisions and for the time period specified therein shall be excluded from the present procurement procedure.

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 additionally examined 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 Framework 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.

### 4.2.1 *Economic and Financial Standing*

The Interested Parties are required to demonstrate at least an average annual turnover of €2,000,000.00 (two million Euros) 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 a consortium, the above criterion shall be fulfilled by the Interested Party as a whole.

### 4.2.2 *Suitability to perform the professional activity and Quality Assurance Qualifications*

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

Further, interested parties must comply with the following standards, by submitting a Certificate of ISO 9001:2015 for quality management or equivalent, in force, by an accredited organization.

In case of consortia/ joint members the above quality assurance standards must be met by the consortium's / joint venture's Lead Member.

Growthfund shall recognize equivalent certificates issued by bodies accredited by equivalent accreditation bodies based in other Member States. It also accepts other evidence of equivalent quality assurance measures, provided that the Interested Party concerned has not been able to obtain such certificates within the relevant time limits for reasons for which it is not responsible, provided that the economic operator proves that the proposed quality assurance measures meet the required quality assurance standards.

### 4.2.3 *Technical and professional capacity*

#### 4.2.3.1 *Relevant experience*

In order to fulfil the technical and professional capacity criteria, Interested Parties must demonstrate prior experience in providing similar services in relation to similar projects during the previous years, prior to the submission of the Proposal, as follows:

- A. Proof of relevant experience of provisioning of type A services in at least four (4) completed projects, delivered for a small or medium-sized enterprise<sup>2</sup> in at least four (4) of the following seven (7) categories in the last three (3) years:

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<sup>2</sup> As per EU recommendation 2003/361EN

- Cloud migration of applications, services, and datasets from one or more data centres to a public cloud
- Disaster Recover site design, deployment and operations
- SOC deployment and operations
- IoT infrastructure design and deployment
- Data lake/data warehouse deployment, integration and maintenance
- Customer call centre and service desk
- Consultancy on the adoption of emerging technologies

As a minimum requirement, two of the quoted projects must have been delivered for a medium-sized enterprise. For the quoted projects, the Interested Parties must briefly describe the scope, scale (e.g. number of servers, number of IoT devices etc.), technologies used and the Parties' value adding contributions to the projects.

- B. Proof of relevant experience of at least three (3) virtual CIO or CISO or CDTO services projects, delivered to different recipients active in at least two (2) of the below sectors of economic activity, in the last three (3) years:
- Utilities
  - Transport/infrastructure
  - Asset management
  - Postal services
  - Goods supply services/logistics

As a minimum requirement, Interested Parties must present best practices and actions (case studies) they have applied in the listed projects.

For the documentation of each project in categories A and B, reference should be made to the budget, the project commencement date, the recipient, public or private, and the date of successful completion of the project. To this end, the economic operator must submit, on penalty of exclusion, a list of similar projects, according to the following template:

S/N	Customer	Title and brief description of the project	Duration of project execution	Budget (euros)	Participation percentage

The Company reserves the right to request evidence of execution of the above projects.

#### 4.2.3.2 Key Experts Team

Interested Parties shall prove that they have a core-team comprising of at least the Key Experts presented in the table below. These Key Experts are expected to, as appropriate, form a significant part of the prospective Framework Advisor's proposed team to deliver the Assignments, and to demonstrate

expertise and experience as specified below.

Position	Number of Experts	Qualification requirements for Expert(s)
Senior Director	2	At least fifteen (15) years of proven experience as senior IT executive, five (5) of which as CIO or similar (C-level) role in any of IT operations/Information Security/Technology/Digital transformation
		Excellent knowledge of IT systems, infrastructure, applications and services
		Experience in managing large scale IT solutions' implementation as well as designing/developing IT solutions at scale
		Experience in procuring for IT solutions
		Solid understanding of data analytics, budgeting and business operations
		Superior analytical and problem-solving capabilities
		A strong strategic and business mindset
		Excellent organizational and leadership skills
		Outstanding communication and interpersonal abilities
		Degree in computer science, engineering or relevant field and MSc/MA in information systems or MBA
Senior Manager	2	At least eight (8) years of proven experience as senior IT executive, three (3) of which in a senior manager role in any of IT operations/Information Security/Technology/Digital transformation
		Excellent knowledge of IT systems, infrastructure, applications and services
		Experience in managing IT solutions' implementation as well as designing/developing IT solutions
		Excellent analytical and problem-solving capabilities
		Excellent organizational and leadership skills
		Outstanding communication and interpersonal abilities
Degree in computer science, engineering or relevant field		
Solutions Architect	2	At least two (2) years of proven experience as an IT solutions architect, designing the architecture of IT solutions and infrastructures
		At least five (5) of hands-on experience in network/systems administration, information technology systems or software development
		Capacity to design the architecture of IT applications and infrastructure
		Capacity to deliver functional specifications for IT solutions
		Very good knowledge of IT systems, infrastructure, applications and services
		Very good communication and interpersonal abilities
		Degree in computer science, engineering or relevant field

Engineer <sup>3</sup>	3	At least five (5) years of proven experience as a senior practitioner in one or more of the following three fields: <ul style="list-style-type: none"> <li>1. Network and/or cybersecurity engineering</li> <li>2. Cloud and/or systems engineering</li> <li>3. Data and or database engineering</li> </ul>
		Advanced analytical and problem-solving capabilities
		Very good communication and interpersonal abilities
		Degree in computer science, engineering or relevant field
Junior Engineer <sup>3</sup>	3	At least two (2) years of proven experience as a practitioner in one or more of the following three fields: <ul style="list-style-type: none"> <li>1. Network and/or cybersecurity engineering</li> <li>2. Cloud and/or systems engineering</li> <li>3. Data and or database engineering</li> </ul>
		Degree in computer science, engineering, or relevant field
Project Manager	2	At least five (5) years of experience in managing IT programmes and projects
		Experience in managing medium or large size project teams with members of different specialties, roles and backgrounds
		Very good understanding of IT solutions and applications as well as digital technologies
		Experience in extensive use of IT tools for project management
		Experience in change management
		Excellent resource planning and task scheduling skills
		Strong written and verbal communication skills to coordinate with team members and management and explain technical issues
Analytical and problem-solving skills to handle any issues that occur during project completion		
Business Analyst	2	At least three (3) years of proven experience as a consulting analyst, with specialization in modernizing IT operations and/or digital transformation
		Good understanding of business operations
		Experience in IT governance frameworks
		Good understanding of IT solutions and applications as well as digital technologies
		Capacity to design and evaluate processes
		Ability to work both independently and within teams
Ability to execute Project Management Office functions		

<sup>3</sup> The Key Expert profiles included in each Interested Party’s proposal should cumulatively cover all of the fields listed in the qualification requirements, namely 1. Network and/or cybersecurity engineering, 2. Cloud and/or systems engineering, 4. Data and or database engineering.

All Key Experts should be proficient in the Greek and English languages.

In particular, the team assigned by the Contractor to each Individual Services Contract should comprise at least of the following:

- One (1) Key Expert as the Project Manager of the Assignment.
- A selection of Key Experts according to the team profiles of Table 1 with qualifications as specified above, or additional Key Experts with equivalent profiles, as needed to successfully deliver the Assignment.

The Proposals shall include detailed CVs of the Key Experts. Each CV shall indicate the intended position and include information on educational qualifications, expertise and experience, level of written and spoken language skills and any other relevant information that may be necessary to demonstrate each of those experts' compliance with the criteria herein. The same person cannot cover multiple Key Expert profiles.

The Key Experts who will undertake the provision of required Services shall remain the same during the Framework Agreement's duration. It is noted that if any of these Key Experts becomes unavailable during the Framework Agreement term, the Framework Advisor(s) shall provide to Growthfund/ the concerned portfolio companies 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(s) that became unavailable.

In particular, to ensure business continuity, replacement of a Senior Director expert who will undertake the provision of Type B services to Growthfund/one or more portfolio companies, in accordance with the procedure provided by the Framework Agreement, should not take place more than once during the term of a specific Assignment. In exceptional cases where a replacement is required, the new Key Expert should be fully informed about the respective portfolio companies' IT universe and Assignment projects and be properly onboarded to the respective Individual Services Contract(s), to be able to immediately deliver the foreseen services.

In the case of a consortium, the above minimum requirements shall be fulfilled by the Framework Advisor(s) as a whole, i.e., the combined capacities of all involved entities will be evaluated.

#### *4.2.4 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 Framework Agreement and any Individual Services Contract.

#### *4.2.5 Subcontracting*

Subcontracting is the situation where an Interested Party enters legal commitments with other economic

operators which will perform part of the Framework Agreement or the Individual Services Contract on its behalf. The Advisor retains full liability towards Growthfund for the performance of the Framework Agreement as a whole, as well as the respective Individual Services Contracts.

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

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

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.

### **4.3 Means of proof concerning selection criteria**

#### *4.3.1 Grounds of Exclusion*

As preliminary proof 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.

In addition, as evidence of non-exclusion each successful tenderer shall provide the documents of article 12 of this RfP.

#### *4.3.2 Documentation concerning the Selection Criteria*

When submitting its Proposal, each Interested Party shall prove that it fulfils the selection criteria, by submitting, apart from the ESPD (preliminary proof), also any documentation described in the following sections.

##### *4.3.2.1 Suitability to perform the professional activity and Quality Assurance Qualifications*

Each Interested Party – and in case of consortia/joint ventures, each member thereof – shall provide information concerning registry to pursue their professional activity as required per applicable law.

Further, proof of quality assurance standards must be submitted as well, as described in relevant section above.

##### *4.3.2.2 Technical and professional capacity*

The Interested Parties shall provide a table demonstrating a list of companies/organizations handled by the Interested Party under a similar scope of work and present relevant best practices and actions (case studies), as requested in section 4.2.3.1.

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, the Interested Parties shall provide all the information regarding the Key Experts' team, as requested in Section 4.2.3.2.

#### *4.3.2.3 Economic and Financial Standing*

The Interested Parties shall provide 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 Framework 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 Framework 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 solemn 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 – Submission Process**

The Proposals must be submitted by no later than **Monday 15<sup>th</sup> April 2024, 17:00, Greece 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.

Requests for the provision of clarifications in relation to the terms and conditions of the RFP may be submitted to Growthfund via the tender email mentioned in the present paragraph, i.e. [info@growthfund.gr](mailto:info@growthfund.gr) no later than Friday 5<sup>th</sup> April 2024, 17:00, Greece time, thus ten (10) days prior to the deadline for the receipt of the Proposals. Growthfund will answer them at the latest six (6) days before tender submission date and the answers along with the questions will be posted on Growthfund's site (without revealing the Interested Party who asked the specific question). Growthfund shall extend the time limits for the receipt of the Proposals so that all Interested Parties may be aware of all the information needed to produce Proposals in the cases foreseen in par. 3 of Article 47 of Directive 2014/24.

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 "Provision of Services for the Preparation, Implementation and Operations of Digital Transformation projects/programs", exclusively via electronic mail (email) to the electronic mail address: [info@growthfund.gr](mailto: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 20 MB.

### **5.2 Content of the Proposals**

The Proposals shall be submitted in English or in Greek and shall be valid for a period of six (6) months. Validity of offers shall be extended beyond the six-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' (Grounds of 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 of sections 4.1 and 4.2 above.

Interested Parties shall also include the documentation described under section 4.3.2 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 Framework 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 Framework Agreement.

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.

#### **ii. Dossier B' (Technical Proposal)**

Dossier B' shall comprise the Technical Proposal.

The Technical Proposal shall comprise of the understanding of the scope of the project, proposed organisation and methodology, the organisation of work and resources, the description of management team as well as the profiles of the Key Experts Team as per the requirements of section 6.1 and 6.3 herein.

The Technical Proposal must provide all the information needed to assess the compliance with and allow assessment of the award criteria. Proposals deviating from the minimum requirements may be rejected by Growthfund.

#### **iii. Dossier C' (Financial Proposal)**

The Interested Parties must submit the Financial Proposal as per the attached financial offer template (ANNEX II - Financial Offer Template).

#### **iv. Dossier D' (Conflict of interest)**

Interested parties must declare solemnly in writing that they as well as the Key Experts Team do not have a conflict of interest to act for Growthfund or Growthfund portfolio companies and that in case the assignment is awarded to them, no conflict of interest for any party would be created.

Interested Parties and each individual member of the proposed Key Experts Team must declare in writing under the form of solemn declaration that, at the time of the submission of the Proposal, they do not have a conflict of interest in connection with the engagement. Such obligation for the absence of any conflict of interest shall be in effect throughout the term of the engagement.

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 or 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 Key Experts Team members shall ensure the confidentiality of any available information either at the stage of the Tender Process or later.

### **5.3 Clarifications / Access to Proposal dossiers**

During the tender process, the Evaluation Committee may, in accordance with the principles of equal treatment and transparency, as well as with article 56 par. 3 of Directive (EU) 2014/24, request from economic operators, when the submitted information or documents are or appear to be incomplete or incorrect, including those in the ESPD, or when specific documents are missing, to submit, complete, clarify or complete the relevant information or documents within twenty (20) days from the date notifying them of the relevant invitation.

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, have proved that they are not subject to the exclusion criteria and have demonstrated the appropriate capacity to perform the Framework Agreement as per the exclusion and selection criteria hereinabove, will be further assessed on the basis of the technical and financial award criteria (together the “Award Criteria”) and their respective weighting, as defined hereinbelow.

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.

### **6.1 Evaluation of the Technical Proposal**

The Technical Proposal of each Interested Party will be evaluated against the following:

- i. Organisation consisting of:
  - o Relevance: Interested Parties are invited to present their understanding of the scope and objectives of the Framework Agreement.
  - o Methodology: Interested Parties are invited to present their overall approach for the provision of the Services. Specifically, they should describe how they shall approach and organise the tasks entrusted to them, listing key points of attention. They should also elaborate on the precise methodology they will follow, and the procedures established within the Interested Party to perform the tasks. Additionally, they should describe the support facilities in place for the implementation of the services and the risk management approach that will be followed. Substantiation of IT standards, policies and methodologies followed by the Interested Party in their business operation, as

considered appropriate in the context of this RFP, should be included in the Proposals.

- Organisation of work and resources: Interested Parties are invited to address elements related to project management, team structure, quality assurance (i.e. how they intend to control and ensure high quality and effective monitoring of the services provided to Growthfund/ the Growthfund portfolio companies, including the internal measures to be taken to evaluate the level of performance of the services), the establishment and application of procedures in relation to information security management, business continuity as well as cybersecurity and privacy protection, IT service management, IT Governance, project supervision and communications with the concerned companies, with an emphasis on the problem-solving mechanisms. In case of a joint Proposal, they should define the structure set-up for cooperating and coordinating the work between the different members of the consortium/joint venture. This should include the working criteria for the distribution of assignments between the members of the consortium/joint venture and the composition of ad hoc teams.
- ii. Management Team: Interested Parties shall specify how they intend to set up the Management Team, including the required Contractor representatives in the Governance scheme of the Framework Agreement, in a way to best perform the Services. More specifically, Interested Parties shall describe the composition of the Management Team and the Management Team's role and function with regards to the provision of the Services.
- iii. Key Experts of the Team: Interested Parties shall specify how they intend to include the qualification and skills, general experience and specific professional experience of the Key Experts of the Team (as per sections 4.2.3.2 and 4.3.2.2) in providing the Services. The proposal shall provide a clear description of the Key Experts' experience to related projects and the added value each Expert will bring, depending on their field and their experience. Furthermore, the proposal should include any competencies/skills/qualifications relevant to the respective Key Expert profiles that should be taken into consideration and are proven by relevant degrees/certifications, such as:
  - a. Senior Director: Certifications such as Certified Information Technology Manager (CITM) or Certified Information Security Manager (CISM)
  - b. Senior Manager: MSc/MA or MBA in information systems and/or certifications such as Certified Information Technology Manager (CITM) or Certified Information Security Manager (CISM)
  - c. Solutions Architect: MSc/MA or MBA in information systems
  - d. Engineer/Junior Engineer: Certifications in IT operations, DevOps engineering and/or, software engineering.
  - e. Project Manager: Certification such as Project Management Professional (PMP)

The technical offer must provide all the information necessary for Growthfund to assess and evaluate the Interested Party's proposal on the basis of the technical award criteria, stated herein.

Interested Parties shall take note that a mere statement confirming that they understand the objectives of the relevant Framework Agreement and the specific work to be carried out, or a mere repetition of

the specifications of the present RFP will not be considered sufficient; such an inadequate proof of an Interested Party's capacity is expected to significantly reduce the points awarded for the relevant Technical award criterion and to negatively affect the total evaluation of their Proposal. Growthfund has the right to award even a zero score for the relevant Technical award criterion, if a Proposal is not sufficiently addressing the specifications set out in the present RFP.

## 6.2 Evaluation of the Financial Proposal

The price will be calculated on the basis of the total blended monthly rate indicated in the Financial Proposal (see Annex II).

The Financial Proposal 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. Charges to third parties shall be borne by the Interested Party and shall not in any case increase the fee.
- ii. Unconditional and without any reservations and it cannot lead to the Budget stated in section 3 of this RFP being exceeded.

Attention is drawn to the following points:

- i. Interested Parties are to use the Financial Proposal Template included in Annex II herein.
- ii. Price revision is not applicable.
- iii. Interested Parties must provide unit monthly rates for each Team Profile category. These rates must be the maximum rates and must include all related costs for the performance of the Services (e.g., training, secretariat, translation, salaries, travel, accommodation, etc.).

## 6.3 Award criteria and ranking of Interested Parties

For the purposes of the present RFP, the Technical Award Criteria weighting will be 80% (see section 6.3.1) and the Financial Award Criteria weighting will be 20% (see section 6.3.2). In particular:

### 6.3.1 Technical award criteria

Technical award criteria	Weight per criterion
<b>1. Organisation consisting of:</b>	<b>35%</b>
(1) <b>Relevance:</b> clarity and consistency of project, understanding of the scopes and objectives of the Framework Agreement; extent to which the Proposal matches the priorities and objectives of the Framework Agreement;	(5%)
(2) <b>Methodology:</b> design and implementation: methodology for implementing the project (concept and methodology, internal	(15%)

procedures, risks and risk management); description of support facilities for the implementation of framework services; <b>(3) Organisation of work and resources:</b> quality of the tenderer and project teams' structure; project management; quality assurance processes, appropriate procedures and problem-solving mechanisms, structures for cooperating within the project teams and coordinating the work.	(15%)
<b>2. Management Team</b>	<b>20%</b>
2.1 Roles, skills and structures to be established for replying to individual assignments and for cooperating within the consortium (if any) and coordinating the overall framework agreement.	(10%)
2.2 Relevant experience of the Management Team	(10%)
<b>3. Key Experts Team</b>	<b>45%</b>
3.1 Inclusion of Qualifications and Skills in providing the Services and added value	(10%)
	(15%)
3.2 Inclusion of General Experience in providing the Services and added value	(20%)
3.3 Inclusion of Specific Professional Experience in providing the Services and added value	
<b>Total number of points</b>	<b>100%</b>

Each criterion will be scored 5 points when all the conditions of the technical specifications are met and increases up to 10 when the requirements of the specific criterion are exceeded. The result of the technical evaluation is the sum of the points obtained based on the evaluation of each criterion multiplied by corresponding weights.

Only those tenders that score at least 5 points in each one of the three above technical award criteria, namely Organisation, Management Team, and Key Experts Team will be considered for the award of the Framework Agreement. Proposals not reaching the minimum quality thresholds will not be further evaluated. Their Financial Proposals will therefore not be considered for determining the most economically advantageous Proposal.

### 6.3.2 Financial award criteria

The price will be calculated on the basis of the total blended monthly rate indicated in the Financial Proposal (see Annex II). The Proposal found to have the lowest total price (total blended monthly rate) will receive a financial score of 10 points. The remaining offers will receive score in inverse proportion to their total price offer.

### 6.3.3 Ranking of proposals

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

$$Li = 80*(Bi/Bmax) + 20*(Kmin/Ki)$$

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

**Li:** Price quality ratio

The Proposal offering the best (highest) price-quality ratio is the proposal with the highest Li

All results will be rounded to two digits after the decimal, using standard rounding.

In case the third and the fourth Interested Party have the same Li, the Interested Party who has been awarded the highest marks for quality (highest Bi) will be deemed to be the most economically advantageous tender.

Growthfund shall require Interested Parties to explain the price or costs proposed in the Proposal where Proposals appear to be abnormally low in relation to the relevant Services, in accordance with Article 69 of Directive 2014/24.

#### *6.3.4 Award of the Framework Agreement*

Provided a sufficient number of admissible Proposals have been received, up to three (3) Framework Advisors achieving the highest final scores (Li) will be selected for the conclusion of the Framework Agreement, substantially in the form and content included in Annex III. The selected Interested Parties shall be notified in writing by Growthfund to execute the Framework Agreement.

Prior to the conclusion of the Framework Agreement, Growthfund shall request the eligible Framework Advisors to submit all supporting documents, demonstrating the fulfilment of the exclusion and eligibility criteria, in line with Article 60 of Directive 2014/24.

The Framework Agreement may be modified without a new procurement procedure under the conditions provided for in Article 72 of Directive 2014/24.

## **7. PROCEDURE FOR AWARDING A SPECIFIC INDIVIDUAL CONTRACT**

The Framework Agreements are implemented through specific Individual Service Contracts to be awarded with reopening of competition, for which all Framework Advisors are invited to compete based on the terms laid down in the ATORs. The participation of all Framework Advisors to each ATOR is mandatory.

- A) For the award of an Assignment, in relation to the Services requested for Growthfund, Growthfund will request the Framework Advisor to submit a proposal under the terms of an ATOR. It is noted that Growthfund will evaluate the offers submitted and will also sign the respective individual contract with the Contractor.

- B) For the award of an Assignment, in relation to the Services requested for any Growthfund portfolio company, each Growthfund portfolio company will request the Framework Advisor to submit a proposal under the terms of an ATOR. It is noted that each Growthfund portfolio company will evaluate the offers submitted, concerning the services requested by them by the respective ATOR and will also sign the respective individual contract with the Contractor.

In each one of the abovementioned cases, an Assignment shall be awarded to the Framework Advisor who has submitted the lowest price offer to the ATOR.

The detailed objectives, task descriptions, deliverables, and other practical details of each specific Assignment called off under the respective Framework Agreement will be specified in the ATORs.

An ATOR may elaborate further on the requested expertise requirements, qualifications, skills, expertise and experience depending on the scope and nature of the Assignment and following the Team Profiles defined in the Framework Agreement.

All such details will be finalised upon the issuance of the ATOR and will be part of the conclusion of the Individual Services Contract between the Growthfund (for services concerning Growthfund) or the Growthfund Portfolio Company and the Contractor duly represented by the Lead Member. However, Individual Service Contracts based on the Framework Agreement shall not entail substantial modifications to the terms laid down in the Framework Agreement.

More precisely, awarding of a specific individual contract will proceed as follows:

- i. For the purposes of each Assignment, Growthfund/ the concerned Growthfund portfolio company reopens the competition by sending a request for services/proposals by email to all the Framework Advisors (in case of consortium to the Lead Member) in the form of an ATOR. The ATORs will indicatively include a description of the objectives, the tasks to be performed, the deliverables, the required experts, time-schedules, the budget and reporting instructions. The minimum amount of resources requested by a certain ATOR is defined as one (1) man month.
- ii. It should be noted that an ATOR issued in accordance with the Framework Agreement may include additional grounds of exclusion of Framework Advisors related to situations of conflict of interest arising out of other engagements related to the interested company, apart from those referred in the Framework Agreement.
- iii. Without prejudice to the provisions of (ii) above, all Framework Advisors shall be obliged to respond by sending to Growthfund/ the respective Growthfund portfolio company by email a technical proposal which shall clarify the way for the provision of requested services as well as a financial proposal for the Assignment within the time limit indicated in the ATOR, which shall not be opened until the stipulated time limit for reply has expired. By way of exception, Framework Advisors may be excused from responding to the ATOR by providing adequate justification. In case a Framework Advisor fails to provide adequate justification for not submitting a proposal for the award of an Assignment, more than twice during the term of the Framework Agreement, Growthfund shall be entitled to declare the said Framework Advisor in default and forfeit the Framework Agreement Performance Guarantee of this Framework Advisor.
- iv. The financial proposal must include:
  - a. the monthly rates for each Key Expert in each team as requested by the ATOR (where teams profiles are defined as per Table 1), that cannot be higher than the monthly rates

for the corresponding Key Expert category as offered by the Framework Advisor in the context of its Proposal for the award of the respective Framework Agreement

- b. the total cost of each team that will contribute to the Assignment.
- c. the total cost of the proposal

The financial offer must be submitted as a standalone file clearly separated from the rest of the offer.

- v. Growthfund/ The Growthfund Portfolio Company will then evaluate the offers, regarding the ATORS that concern them and select the Framework Advisor that submitted the lowest price offer.
- vi. Growthfund /The Growthfund’s Portfolio company shall deliver a call-off notice (the “Call-Off Notice”) for each particular Assignment to the selected on the least-cost basis Framework Advisor. The Call-Off Notice will indicatively outline the specific Services, the charges, the objectives, the tasks to be performed, the deliverables and any milestone dates, the reporting instructions, 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.
- vii. Within a deadline that is no less than five (5) days after receipt of the Call-Off Notice the Framework Advisor shall deliver the Call-Off Notice to the company dully signed and executed (in case of a consortium by the Lead Member).
- viii. The final terms related to the Assignment will be reflected in the Individual Services Contract. The Individual Services Contract will be concluded between Growthfund in relation to the services requested for Growthfund or the Growthfund portfolio company and the successful Framework Advisor (in case of consortium by the Lead Member on behalf of all consortium members) (the now called “Contractor”), by reference to the provisions of the respective Framework Agreement. The signing of the Individual Services Contract entails the confirmation of the availability of the experts proposed by the Advisor. At the request of the relevant company, the Advisor must replace the expert(s) who have been found not able of carrying out the specified tasks to the required standards. The Contractors are obliged to ensure the availability of the required resources (team to implement the respective Assignment) within one (1) month from the date of the Individual Services Contract award.
- ix. Upon signing the Individual Services Contract, the Contractor shall present to Growthfund in relation to its own Individual Contract or Growthfund portfolio company, a letter of guarantee for the proper execution of the Contract pertaining to the Framework Agreement, amounting to 10% of the estimated value of the Contract, to be issued by credit institutions or financial institutions or insurance companies within the meaning of Article 14 (1)(b)(c) of Law 4364/2016 (GG A’ 13), operating legally in the Member States of the Union or of the European Economic Area or in the Member States of the GPA and having, in accordance with the provisions in force, this right. The letter of guarantee shall be returned to the Advisor upon the due completion of the services (quantitative and qualitative acceptance) involved in the Individual Services Contract.
- x. The period for the provision of the Contractor’s services commences from the date on which the Individual Services Contract has been signed by the last Party.

The signature of a Framework Agreement does not impose an obligation on Growthfund or its portfolio companies to issue any ATOR and/or to conclude any Individual Services Contract with a Framework Advisor. Growthfund/any Growthfund portfolio company may at their sole discretion and at any time, award one or more contracts for the provision of any and all the services described under section 2 of the RFP or other related services or activities to economic operators outside the Framework Advisors, in line with their Procurement Regulations and applicable law, without being liable in any way towards the Framework Advisor and any of the Advisors and/or third parties. No person acquires any right or claim to compensation (not even for the cost of submitting a Proposal) against Growthfund and the Growthfund portfolio companies, their employees, officers, and agents in general, or other claim to make good losses against Growthfund and the Growthfund portfolio companies arising from any award of contract to any person that is not a party to the Framework Agreement.

## **8. TERMINATION**

Without prejudice to the grounds for termination provided for in the Framework Agreement, Growthfund may terminate, without any obligation for compensation for Growthfund, the Framework Agreement or the Individual Contract concluded by Growthfund, and any of its portfolio companies may terminate, without any obligation for compensation for them, the Individual Contract any of them has concluded during its term, among others, where:

- a. The Framework 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 Framework Advisor(s) has, at the time of the award of the Framework 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 Framework Agreement should not have been awarded to the Framework Advisor 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.

In case of such a termination (cases b, c abovementioned), the Framework Agreement / Individual Contract Performance Guarantee is forfeited.

## **9. REASONS FOR REJECTING OFFERS**

Growthfund, based on the results of the evaluation of the offers, rejects, in any case, an offer, among other:

- a. which deviates from inviolable conditions regarding the drafting and submission of the offer, or is not submitted on time in the manner and with the content defined herein
- b. which contains incomplete, unclear or incorrect information or documentation, including the information contained in the ESPD, if it cannot be completed, corrected, clarified or, if amenable, it has not been restored by the tenderer, within the predetermined period, in

accordance with article 56 (3) of Directive 2014/24/EU,

- c. for which the tenderer does not provide the required explanations, within a predetermined period or the explanation is not acceptable to Growthfund in accordance with article 56 (3) of Directive 2014/24/EU,
- d. which is an alternative offer,
- e. which is submitted by a tenderer who has submitted two or more Offers. This limitation also applies in the case of associations of economic operators with common members, as well as in the case of economic entities participating either independently or as members of associations
- f. which is conditional
- g. which sets an adjustment condition,
- h. for which the tenderer does not provide, within an exclusive period of twenty (20) days from the notification to him of the relevant invitation of Growthfund, explanations with respect to the price or cost he proposes to it, in the event that the offer seems to him unusually low in relation to the services,
- i. as long as it is established that it is unusually low because it does not comply with the current ones obligations of paragraph 2 of article 18 of Directive 2014/24/EU
- j. which presents discrepancies in terms of its terms and technical specifications contract,
- k. which presents deficiencies in terms of supporting documents requested by the documents of this call, as long as these are not cured by the tenderer with the submitting or completing them, within the predetermined deadline,
- l. if from the certification documents, presented by the temporary contractors, it is not proven that the reasons for exclusion are not met and that one or more of the requirements of the quality selection criteria are met,
- m. if during the control of the above certification documents, it is found that the information declared is intentionally fraudulent, or that it has been falsely submitted evidence.

## **10. PROCEDURE – EVALUATION OF THE OFFERS**

The unsealing of password protected DOSSIERS A, B, C and D and their evaluation will be done by the competent Evaluation Committee of Growthfund. The evaluation of the Tenders will be approved by the Board of Directors of Growthfund.

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.

DOSSIER C must be password protected with a different password from the other files - if not, then the Tenderer will be automatically disqualified.

After the evaluation of all DOSSIERS, apart from DOSSIER C (financial offer) and under the condition that statements confirming the absence of conflict of interests are included, only the Tenderers that do not fall under the grounds for exclusion and meet the selection criteria set out in section 4 and are accepted and their technical offers have been evaluated, will be invited electronically to send the password for DOSSIER C.

## **11. TERMS AND CONDITIONS**

The Framework Advisor(s) will be selected in accordance with article 44 of Law 4972/2022, the Directive 2014/24/EU and 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 Framework 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 Framework Advisor(s) 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 advisors 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. As regards the administrative appeals the provisions of Section IV (Arts. 345 et) of Law 4412/2016 will apply.

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.

## **12. SUCCESSFUL TENDERER'S SUPPORTING DOCUMENTS**

Prior to the conclusion of the agreement, Growthfund shall request the eligible tenderers (up to three (3)) to 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 Contractor, verifying that the Contractor 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 Contractor or having powers of representation, decision or control therein.
- Certificate(s) valid and in force from the competent authorities of the Contractor's country of origin / establishment that the Contractor 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 Contractor's country of origin / establishment that the Contractor is not in breach of its obligations relating to its social insurance contributions (i.e., an insurance clearance certificate).
  - Certificate for judicial solvency.

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 successful tenderer 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.

### **13. 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" 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.

#### **14. SIGNING OF THE FRAMEWORK AGREEMENT**

After the Evaluation Committee evaluates the successful tenderer's supporting documents, and on condition that they fully comply with the terms of this RFP, Growthfund invites the Framework Advisor to sign the Framework Agreement.

Before signing of the Framework Agreement, the Framework Advisor will be required to issue and submit to Growthfund a letter of guarantee for the good performance of the Services for an amount which will be equal to 0,5% of the estimated value of the Framework Agreement.

## **15. ANNEXES**

- 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.
- Annex II: Financial Offer Template
- Annex III: Basic terms of the Agreement
- Annex IV: Templates of letters of guarantee

**ANNEX I - EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)**

UPLOADED AT GROWTHFUND'S WEBSITE

**ANNEX II - FINANCIAL OFFER TEMPLATE**

Pricing Form			
Growthfund SA			
<b>Name of the Interested Party:</b>			
<b>Key Expert Category</b>	<b>Maximum Monthly Rate (EUR)</b>		
Senior Director			
Senior Manager			
Solutions Architect			
Engineer			
Junior Engineer			
Project Manager			
Business Analyst			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Profile Category</b>	<b>Weighting of the Monthly Rate</b>	<b>Maximum Monthly Rate (EUR)</b>	<b>Sub-Total (EUR) (B*C)</b>
<b>Junior Team</b>	<b>0.10</b>		<b>0.00</b>
<b>Medium Team</b>	<b>0.20</b>		<b>0.00</b>
<b>Senior Team</b>	<b>0.40</b>		<b>0.00</b>
<b>CxOaaS Team</b>	<b>0.30</b>		<b>0.00</b>
<b>Total Blended Monthly Rate</b> (for evaluation purpose only: sum of all sub-totals in column D)			<b>0.00</b>
<b>INSTRUCTIONS:</b>			
Interested Parties must follow the instructions in Sections 2.3, 5.2 and 6.2 of the Request for Proposals when filling in the Pricing Form. The information on price renewals, options, type of services, on- and off-site presence etc. is provided for in the Request of Services (ATORs) and the Draft Framework Agreement.			

Interested Parties are NOT allowed to add rows or change the matrix.

Please fill in only these cells:

The estimated volumes and the total price scenario shall serve for evaluation purpose only. They do not constitute a commitment on volumes from Growthfund or its portfolio companies and rates proposed by the Interested Parties shall be cognizant of these conditions.

**[DATE]**

**[DONE AT]**

**[SIGNATURE AND STAMP]**

**[NAME OF THE INTERESTED PARTY]**

## **ANNEX III: BASIC TERMS OF THE AGREEMENT**

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### **FRAMEWORK AGREEMENT**

**BETWEEN**

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**GROWTHFUND AND**

**[\*]**

---

**FOR THE “Provision of Services for the Preparation, Implementation and Operations of Digital Transformation projects/programs”**

\*\*\*

The present Framework Agreement for the provision of services (the “**Framework Agreement**” or the “**Agreement**”) is concluded on [date] 2024, between:

1. The Hellenic Corporation of Assets and Participations S.A., a *société anonyme* incorporated in Athens under the registered number....., having its registered office at Karagiorgi Servias 4 street, Athens, Attica Region, as duly represented for the purposes of signing this Framework Agreement by [forename, surname, function, department of authorising officer] (hereinafter the “HCAP” or the “GROWTHFUND”) on the one hand; and
2. [Full official name][Official legal form][Statutory registration number or ID or passport number][Full official address][VAT registration number], appointed as the leader of the consortium that submitted the joint Proposal, represented for the purposes of signing by [forename, surname, function] (hereinafter the “**Framework Advisor**”), on the other hand;

severally and jointly referred to as “**the Party**” or “**the Parties**” respectively.

### **BACKGROUND:**

WHEREAS, 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.

WHEREAS, by way of the Request for Proposal dated [\*] (the “RFP”), GROWTHFUND has sought to engage experienced and reputable companies for the provision of services for the preparation and implementation of digital transformation projects/programs in the Growthfund portfolio of companies, including Growthfund, as well as the delivery of operational functions to support the transformation projects (the “Advisor(s)”), forming parties of the Framework Advisors’ pool;

WHEREAS, the [Full official name][Official legal form][Statutory registration number or ID or passport number][Full official address][VAT registration number] has been duly authorised by the Advisors of the Framework Advisor’s consortium to sign and execute the present on their behalf;

WHEREAS, following the Tender Process under the RFP, GROWTHFUND has appointed the Framework Advisor to provide its services, and the Framework Advisor has agreed to provide such services to GROWTHFUND/ Growthfund portfolio companies, upon the terms and conditions hereinafter contained.

**NOW, THEREFORE, the Parties hereto agree as follows:**

**1. DEFINITIONS**

<b>ATOR</b>	Assignment Terms of Reference, i.e. the request for proposal indicating the terms of reference of a specific Assignment;
<b>Advisor(s)</b>	A natural person or legal entity forming part of a Framework Advisor’s consortium;
<b>Assignment</b>	The services to be provided by the Framework Advisor(s) as per the scope and terms defined in the respective Individual Services Contract;
<b>Call-Off Notice</b>	The Notice delivered to the successful Framework Advisor that has been selected to undertake a specific Assignment;

<b>Commencement Date</b>	[*];
<b>Confidential Information or Document</b>	Any non-public, proprietary information concerning GROWTHFUND/ Growthfund portfolio companies indicatively contained in: (i) written documents delivered or made available to the Advisor marked as confidential or similarly, as “restricted” or “highly restricted”; or (ii) electronic data delivered or made available to the Advisor which indicate that the data are confidential; or (iii) written documents or electronic data delivered or made available to the Advisor where GROWTHFUND/ Growthfund portfolio companies advised the Advisor that their content is confidential;
<b>Conflict of interest</b>	A situation where the impartial and objective implementation of the Framework Agreement by the Framework Advisor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other direct or indirect personal interest related to the Framework Agreement;
<b>Contractor</b>	The Framework Advisor that has successfully corresponded to a Call-Off Notice and has been engaged to a specific Assignment of a Project;
<b>Deliverables</b>	The reports, memoranda, documentation and other printed or digital materials, soft copies, excel models, data, software artifacts, accounts, graphics, guidance, and any other type of information and deliverable prepared by the Advisor in connection with this Framework Agreement, as specified per each phase of the Assignment;
<b>Directive 2014/24</b>	Directive 2014/24/EU of the European

Parliament and of the Council of 26 February 2014 on public procurement;

**Force majeure**

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 Framework Agreement;

**Formal Notification**

Form of communication between the Parties made in writing by mail or email, which provides the sender with compelling evidence that the message was delivered to the specified recipient;

**Framework Advisor(s)**

The Advisor(s) and/or consortia of Advisors which have been engaged for the provision of services;

**Good Industry Practice**

Means in relation to any undertaking and any circumstances, the exercise of all due skill, care, prudence and foresight which would be expected in those circumstances from recognised industry leading service provider providing services identified or similar to the Services;

**HCAP/ GROWTHFUND**

Hellenic Corporation of Assets and Participations S.A.;

**Individual Services Contract**

The contract concluded between GROWTHFUND or a Growthfund portfolio company and the Framework Advisor for the provision of the services in relation to a specific Assignment, implementing the present Framework Agreement and specifying the details of the Services to be provided;

**Intellectual Property Rights**

Means indicatively patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, rights to goodwill, rights in designs, computer software, database rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all

applications (or rights to apply) for, and renewals or extensions of, such rights;

**Personnel**

Persons employed directly or indirectly or contracted by the Framework Advisor to implement the Framework Agreement;

**Pre-existing material**

Any material, document, technology or know-how which exists prior to the Advisor(s) using it for the provision of the Services in the context of the implementation of this Framework Agreement;

**Pre-existing right**

Any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or right of use belonging to the Framework Advisor, the creator, GROWTHFUND, as well as to any other third party;

**Result**

Any intended outcome of the implementation of this Framework Agreement, whatever its form or nature, which is delivered and finally or partially approved by GROWTHFUND or Growthfund portfolio companies. A result may, in addition to materials produced by the Advisor(s) or at their request, also include Pre-existing materials;

**RFP**

Request for Proposal, dated [\*] for the conclusion of the present Framework Agreement for the provision of services;

**Services**

Means the services that are to be provided, including without limitation the Tasks to be performed and the Deliverables to be provided by the Framework Advisor as specified in the ATORs, the Call-Off Notice and the Individual Services Contract;

**Task**

The description and specification of the Services to be provided by the Framework

Advisor pursuant to this Framework Agreement, as specified in the ATORs, the relevant Call-Off Notice and the Individual Services Contract;

**Term** Means the period between the Commencement Date and the Termination Date;

**Termination Date** Means the date on which: (i) this Framework Agreement expires as set out in section XX; or (ii) the date of termination of the Framework Agreement in accordance with the applicable law or section XX of the Framework Agreement.

## **2. INTERPRETATION**

2.1. The Schedules attached to this Framework Agreement form an integral part of this Framework Agreement and shall have the same force and effect as if set out in the main body of the Framework Agreement.

2.2. In the event of any conflict or inconsistency between the terms and conditions of (i) the Framework Agreement, (ii) any Schedules, and/or (iii) the Individual Services Contract, the conflicting provisions shall take precedence in the following order:

- a. The specific provisions of the Schedules attached to the Framework Agreement shall take precedence over the provisions set out in the main body of the Framework Agreement.
- b. The specific provisions set out in the Individual Services Contract shall prevail over the provisions of the Call of Notice and/or the Framework Agreement.

Any amendment(s) to the Framework Agreement shall take precedence over the current version of the Framework Agreement.

2.3. Capitalized terms used but not defined in this Framework Agreement shall have the meaning assigned to such terms in the RFP.

2.4. Subject to the above, the Schedules forming part of this Framework Agreement are to be taken as mutually explanatory.

## **3. SCOPE OF THE FRAMEWORK AGREEMENT**

3.1. This Framework Agreement is concluded hereunder by the Parties for the provision of Services to GROWTHFUND and Growthfund portfolio companies.

3.2. In particular, the Framework Advisor is hereby obliged to provide its services, including without limitation the Tasks to be performed and the Deliverables to be provided by the Framework Advisor to GROWTHFUND and Growthfund portfolio companies, as specified in the ATORs, the Call-Off Notice and the Individual Services Contract.

3.3. The scope of work of each advisor is specifically provided for in Schedule 1 hereto.

3.4. The Framework Advisor shall:

- a. deliver the Services in accordance with the timeline and the specifications, as each time defined in the Individual Services Contract; and
- b. shall at all times ensure the diligent, due and proper execution of the Services by its Personnel. The Framework Advisor shall use up-to-date, relevant professional techniques and standards in order to carry out 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 Framework Agreement.

3.5 The Framework Advisor 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.

#### **4. APPOINTMENT OF THE ADVISOR**

The Framework Agreement is implemented through specific Individual Service Contracts to be awarded with reopening of competition, for which all Framework Advisors are invited to compete based on the terms laid down in the ATORs. The participation of all Framework Advisors to each ATOR is mandatory.

A) For the award of an Assignment, in relation to the Services requested for Growthfund, Growthfund will request the Framework Advisor to submit a proposal under the terms of an ATOR. It is noted that Growthfund will evaluate the offers submitted and will also sign the respective individual contract with the Contractor.

B) For the award of an Assignment, in relation to the Services requested for any Growthfund portfolio company, each Growthfund portfolio company will request the Framework Advisor to submit a proposal under the terms of an ATOR. It is noted that each Growthfund portfolio company will evaluate the offers submitted, concerning the services requested by them by the respective ATOR and will also sign the respective individual contract with the Contractor.

In each one of the abovementioned cases, an Assignment shall be awarded to the Framework Advisor who has submitted the lowest price offer to the ATOR.

The detailed objectives, task descriptions, deliverables, and other practical details of each specific Assignment called off under the respective Framework Agreement will be specified in the ATORs.

An ATOR may elaborate further on the requested expertise requirements, qualifications, skills, expertise and experience depending on the scope and nature of the Assignment and following the Team Profiles defined in the Framework Agreement.

All such details will be finalised upon the issuance of the ATOR and will be part of the conclusion of the Individual Services Contract between the Growthfund (for services concerning Growthfund) or the Growthfund Portfolio Company and the Contractor duly represented by the Lead Member. However, Individual Service Contracts based on the Framework Agreement shall not entail substantial modifications to the terms laid down in the Framework Agreement.

More precisely, awarding of a specific individual contract will proceed as follows:

i. For the purposes of each Assignment, Growthfund/ the concerned Growthfund portfolio company reopens the competition by sending a request for services/proposals by email to all the Framework Advisors (in case of consortium to the Lead Member) in the form of an ATOR. The ATORs will indicatively include a description of the objectives, the tasks to be performed, the deliverables, the required experts, time-schedules, the budget and reporting instructions. The minimum amount of resources requested by a certain ATOR is defined as one (1) man month.

ii. It should be noted that an ATOR issued in accordance with the Framework Agreement may include additional grounds of exclusion of Framework Advisors related to situations of conflict of interest arising out of other engagements related to the interested company, apart from those referred in the Framework Agreement.

iii. Without prejudice to the provisions of (ii) above, all Framework Advisors shall be obliged to respond by sending to Growthfund/ the respective Growthfund portfolio company by email a technical proposal which shall clarify the way for the provision of requested services as well as a financial proposal for the Assignment within the time limit indicated in the ATOR, which shall not be opened until the stipulated time limit for reply has expired. By way of exception, Framework Advisors may be excused from responding to the ATOR by providing adequate justification. In case a Framework Advisor fails to provide adequate justification for not submitting a proposal for the award of an Assignment, more than twice during the term of the Framework Agreement, Growthfund shall be entitled to declare the said Framework Advisor in default and forfeit the Framework Agreement Performance Guarantee of this Framework Advisor.

iv. The financial proposal must include:

- a. the monthly rates for each Key Expert in each team as requested by the ATOR, that cannot be higher than the monthly rates for the corresponding Key Expert category as offered by the Framework Advisor in the context of its Proposal for the award of the respective Framework Agreement
- b. the total cost of each team that will contribute to the Assignment.
- c. the total cost of the proposal

The financial offer must be submitted as a standalone file clearly separated from the rest of the offer.

v. Growthfund/ The Growthfund Portfolio Company will then evaluate the offers, regarding the ATORS that concern them and select the Framework Advisor that submitted the lowest price offer.

vi. Growthfund /The Growthfund's Portfolio company shall deliver a call-off notice (the "Call-Off Notice") for each particular Assignment to the selected on the least-cost basis Framework Advisor. The Call-Off Notice will indicatively outline the specific Services, the charges, the objectives, the tasks to be performed, the deliverables and any milestone dates, the reporting instructions, 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.

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

viii. The final terms related to the Assignment will be reflected in the Individual Services Contract. The Individual Services Contract will be concluded between Growthfund in relation to the services requested for Growthfund or the Growthfund portfolio company and the successful Framework Advisor (in case of consortium by the Lead Member on behalf of all consortium members) (the now called "Contractor"), by reference to the provisions of the respective Framework Agreement. The signing of the Individual Services Contract entails the confirmation of the availability of the experts proposed by the Advisor. At the request of the relevant company, the Advisor must replace the expert(s) who have been found not able of carrying out the specified tasks to the required standards. The Contractors are obliged to ensure the availability of the required resources (team to implement the respective Assignment) within one (1) month from the date of the Individual Services Contract award.

ix. Upon signing the Individual Services Contract, the Contractor shall present to Growthfund in relation to its own Individual Contract or Growthfund portfolio company, a letter of guarantee for the proper execution of the Contract pertaining to the Framework Agreement, amounting to 10% of the estimated value of the Contract, to be issued by credit institutions or financial institutions or insurance companies within the meaning of Article 14 (1)(b)(c) of Law 4364/2016 (GG A' 13), operating legally in the Member States of the Union or of the European Economic Area or in the Member States of the GPA and having, in accordance with the provisions in force, this right. The letter of guarantee shall be returned to the Advisor upon the due completion of the services (quantitative and qualitative acceptance) involved in the Individual Services Contract.

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

The signature of the Framework Agreement does not impose an obligation on Growthfund or its portfolio companies to issue any ATOR and/or to conclude any Individual Services Contract with a Framework Advisor. Growthfund/any Growthfund portfolio company may at their sole discretion and at any time, award one or more contracts for the provision of any and all the services described under section 2 of the RFP or other related services or activities to economic operators outside the Framework Advisors, in line with their Procurement Regulations and applicable law, without being liable in any way towards the Framework Advisor and any of the Advisors and/or third parties. No

person acquires any right or claim to compensation (not even for the cost of submitting a Proposal) against Growthfund and the Growthfund portfolio companies, their employees, officers, and agents in general, or other claim to make good losses against Growthfund and the Growthfund portfolio companies arising from any award of contract to any person that is not a party to the Framework Agreement. 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 in case its participation to the tender process is cancelled for any legal or other reason, Growthfund in all cases shall not bear any responsibility of financial or other nature towards the Framework Advisor or any other party. Growthfund shall assume no responsibility of financial or other nature on the part of the companies of its portfolio for any reason or cause.

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

## **5. TERM**

5.1. This Framework Agreement concluded hereunder by the Parties shall enter into force upon the Commencement Date.

5.2. The Framework Agreement is concluded for a period of three (3) years commencing from the Commencement Date. GROWTHFUND reserves the right to further extend the term for a period of one more (1) year, unilaterally and at its sole discretion, provided that the budget has not been exhausted.

5.3. In addition, with a justified decision of Growthfund, after a recommendation from the service governing the Agreement, the total duration of the Agreement can also be extended unilaterally on the part of Growthfund, following a relevant request of the Contractor submitted before the end of the Agreement, in objectively justified cases which are not due to the fault of the Contractor. If the total duration of the Agreement or individual contract expires, without a request for extension being submitted in time, or if the extended duration, according to the above, expires, without the assigned deliverables being submitted, the Contractor is declared disqualified.

5.4. The implementation of the Framework Agreement by way of the signing of an Individual Services Contract cannot take place before the Commencement Date. The duration of the Individual Services Contracts, which are based on the Framework Agreement, does not need to coincide with the duration of this Framework Agreement, but might, as appropriate, be shorter or longer. The Framework Agreement shall continue to apply to Individual Services Contracts executed prior to the expiration of the Framework Agreement, irrespective of whether the Framework Agreement expires during their term.

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

## **6. FEES & EXPENSES**

6.1. The maximum amount covering the provision of all Services within the total duration of the engagement, including its potential one-year extension, is [\*] excluding VAT (the “**Budget**”). Under no circumstances, the total sum of the individual Services Contracts shall exceed the Budget, with the express reservation of the provisions under article XX in relation to amendments.

6.2. The Budget includes all the fees and expenses to be paid to the Framework Advisor in relation to the provision of its Services. All prices shall be expressed in Euro. Prices shall be fixed and not subject to revision.

6.3. For the entire term of the Framework Agreement, the monthly rate per Key Expert Category and Team Profile category may not exceed the corresponding cost reflected in the Financial Proposal of the Advisor.

6.4. The payment of the invoices concerning the Services is subject to the due delivery of the Services as each time specified in the ATORs and the respective provisions of the Individual Services Contract.

6.5. All costs and expenses incurred by the Framework Advisor during and for the implementation of the Individual Services Contract shall be included in the fee as per the financial proposal of the Advisor.

## **7. THE FRAMEWORK ADVISOR’S REPRESENTATIONS & WARRANTIES**

7.1. The Framework Advisor undertakes to (i) provide experienced and high-quality Experts for the provision of the Services; (ii) ensure that all Personnel providing the Services to GROWTHFUND/ Growthfund portfolio companies shall be adequately skilled, qualified and trained for the tasks they are to perform.

7.2. The Framework Advisor and the Personnel shall observe the highest standards of integrity and ethical conduct and shall act with honesty and propriety. The Framework Advisor shall ensure that no circumstances arise during the Term, in which the activities of the Framework Advisor or the Personnel under the Framework Agreement conflict or might conflict with the Framework Advisor’s interests or Personnel’s personal interests or with any services which the Framework Advisor or the Personnel may render to third parties. GROWTHFUND, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Agreement, if in its judgment, such a Conflict of Interest has arisen. Special attention is drawn to Article 7 of the RFP and section 11 of the present.

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

7.4. In any event, the Framework Advisor may not fully subcontract the Services to be provided in relation to an Assignment. The use of subcontractors shall not relieve the Framework Advisor from any of its liabilities or obligations under the Framework Agreement, the Call-Off Notice and the Individual Services Contract. The Framework Advisor shall be fully responsible for the subcontractors involved in the implementation of this Framework Agreement and shall ensure that its subcontractors fully comply with the provisions of this Framework Agreement, the Call-Off Notice, and the Individual Services Contract.

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

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

7.7. The Framework Advisor 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 Framework Advisor's project team, in which case the Framework Advisor must make a replacement with another Key Expert, of similar experience and qualifications.

7.8. The Key Experts who will undertake the provision of required Services to one or more portfolio companies shall remain the same during the Framework Agreement's duration. It is noted that if any of these Key Experts becomes unavailable during the Framework Agreement term, the Framework Advisor shall provide to Growthfund/the concerned portfolio companies 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(s) that became unavailable.

7.9. Replacement of a member of the Framework Advisor's project team, at his request, during the execution of the Agreement, may be made after approval by Growthfund and the Framework Advisor is obliged to notify Growthfund in writing fifteen (15) days before the replacement.

7.10. In particular, to ensure business continuity, replacement of a Senior Director expert who will undertake the provision of Type B services to Growthfund/one or more portfolio companies, in accordance with the procedure provided by the Framework Agreement, should not take place more than once during the term of a specific Assignment. In exceptional cases where a replacement is required, the new Key Expert should be fully informed about the respective portfolio companies' IT universe and Assignment projects and be properly onboarded to the respective Individual Services Contract(s), in order to be able to immediately deliver the foreseen services.

7.11. In the event that members of the Framework Advisor's project team exit or terminate their cooperation with it, the Framework Advisor 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.

7.12. In the event of the dissolution, bankruptcy, or enforcement of one of the members who form

the Framework Advisor, the Agreement shall continue to exist and the obligations arising from the Agreement shall be borne by the remaining members of the Framework Advisor 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 Framework Advisor, the continuation or not of the Agreement is at the discretion of Growthfund. In case of dissolution or bankruptcy of the Framework Advisor, 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 favor of Growthfund /Growthfund portfolio companies.

## **8. PAYMENTS**

8.1. All payments will be made in one of the following ways that will be determined by agreement in each Individual Services Contract (based on the choice of the Contractor):

**1<sup>st</sup> way:** Payment of the entire amount (100%) of the contractual value after the final receipt of the Services, with or without an advance payment (at the discretion of the Contractor) which shall not exceed [30%] of value of the Individual Services Contract.

**2<sup>nd</sup> way:** Partial payments after the receipt of each deliverable, as per the Individual Services Contract, with or without advance payment (at the discretion of the Contractor) which will not exceed [30%] of the value of the Individual Services Contract.

Advance payments will be interest-bearing from the date of its payment to the Contractor; the amount of the interest is determined by a decision of the Minister of Finance.

8.2. Within sixty (60) days of the date of receipt of the relevant invoice and supporting documentation as per applicable law, payment of the balance corresponding to the relevant invoice shall be made.

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

8.4. 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, with the exception of the applicable VAT. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him.

## **9. RECEIPT OF DELIVERABLES**

9.1. The exact time of submission of the deliverables, the place of delivery, the form of delivery (e.g., electronic, paper) as well as the relevant procedural details will be defined in the Individual Services Contracts.

9.2. The Good Performance Letter of Guarantee shall be returned to the Contractor after the issuing of the final acceptance protocol of the Individual Services Contract.

## **10. OWNERSHIP OF THE RESULTS – INTELLECTUAL PROPERTY RIGHTS**

Unless stipulated otherwise in the Individual Services Contract, the Framework Advisor 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 Framework Agreement, shall be the sole property of GROWTHFUND or Growthfund portfolio companies. Both GROWTHFUND and Growthfund portfolio companies shall be entitled to use the Results and Deliverables at their discretion and further shall be entitled to share them with one another for indefinite period of time. The Framework Advisor guarantees that the Results and Deliverables are free from any rights of any third parties, with the exception of background Intellectual Property, as designated by the Framework Advisor upon the establishment of the Individual Services Contract.

The Framework Advisor shall ensure that it or its affiliated subcontractors have all the rights to use any Pre-existing rights during the implementation of the Framework Agreement.

Upon request by GROWTHFUND, the Framework Advisor must provide evidence that it has the ownership or the right to use all the listed Pre-existing rights. GROWTHFUND may request this evidence even after the termination of this Framework Agreement.

Such evidence may indicatively refer to the rights to: parts of documents, images, graphs, fonts, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs, concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin. Such evidence must include, as appropriate:

- a) the name and version number of a software product;
- b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- c) a copy of the license to use the product or of the agreement granting the relevant rights to the Advisor or a reference to this license;
- d) a copy of the agreement or extract from the employment contract granting the relevant rights to the Advisor where parts of the results were created by its Personnel;
- e) the text of the disclaimer notice, if any.

The provision of evidence does not release the Framework Advisor from its responsibilities, if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

The Framework Advisor grants to GROWTHFUND and/ or Growthfund portfolio companies among other the following rights to use the Results of the implementation of the Framework Agreement (including, but not limited to reports and/or other Deliverables):

- a. for their own purposes, and in particular, to make available to any and all members of any corporate body, officers, employees, advisors and agents of same, GROWTHFUND's shareholder, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- b. reproduction: the right to authorize direct or indirect, temporary or permanent reproduction of the Results by any means (mechanical, digital or other) and in any form, in whole or in part;

- c. communication to the public: the right to authorize any display performance or communication to the public, by wire or wireless means, including making the Results available to the public;
- d. distribution: the right to authorize any form of distribution of Results or copies of the Results to the public;
- e. adaptation: the right to modify the Results;
- f. translation;
- g. the right to store and archive the Results in line with the document management rules applicable to GROWTHFUND and/ or Growthfund portfolio companies, including digitalization or converting the format for preservation or new use purposes;
- h. where the Results are or include a database: the right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the right to authorise or prohibit the re-utilization of all or a substantial part of the contents of the database by the distribution of copies, by renting, by on-line or other forms of transmission;
- i. where the Results are or include a patentable subject-matter: the right to register them as a patent and to further exploit such patent to the fullest extent;
- j. where the Results are or include logos or subject-matter which could be registered as a trademark: the right to register such logo or subject-matter as a trademark and to further exploit and use it;
- k. where the Results are documents: the right to authorize the reuse of the documents.
- l. where the Results are or include know-how: the right to use such know-how as is necessary to make use of the Results to the full extent provided for by this Framework Agreement and the Individual Services Contract, and the right to make it available to contractors or subcontractors acting on behalf of GROWTHFUND/ Growthfund portfolio companies, subject to their signing of adequate confidentiality undertakings where necessary;
- m. additional rights of use for the GROWTHFUND / Growthfund portfolio companies may be provided for in the Call-Off Notice and/or the Individual Services Contract.

Regarding deliverables that consist of software artifacts, the respective ATOR will provide the desired licensing scheme (such as the Creative Commons scheme<sup>4</sup>) for the use and sharing of the deliverables.

The Framework Advisor shall warrant that GROWTHFUND/ Growthfund portfolio company has the right to use any Pre-existing rights, which have accommodated the implementation of the Framework Agreement. Those Pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results (including but not limited to reports and/or other Deliverables) of the Framework Agreement.

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<sup>4</sup> <https://creativecommons.org/>

## **11. CONFLICT OF INTEREST – [THE TERM MAY BE AMENDED FOLLOWING ASSESSMENT PROCEDURE OF GROWTHFUND]**

11.1. The Framework Advisor shall take all the necessary measures to prevent and abstain from any situation where the impartial and objective implementation of the Framework 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 Framework Agreement. The Framework Advisor has the same obligation in connection with its Personnel and all subcontractors engaged in the implementation of the Framework Agreement.

11.2. Upon the receipt of a Call-Off Notice and before the signing of the Individual Services Contract, the Framework Advisor shall declare in writing that it has no Conflict of Interest in relation to the specific Assignment, 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.

11.3. Any situation constituting or likely to lead to a Conflict of Interest during the implementation of the Framework Agreement shall be notified to GROWTHFUND, in writing, without delay. The Framework Advisor 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.

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

11.5. The Framework Advisor 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 Framework Advisor 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.

11.6. To the best of its knowledge and belief, neither the Framework Advisor 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 Framework Advisor represents and warrants that it and its Associated Parties have not engaged in any corrupt act prior to the date of this Agreement.

11.7. The Framework Advisor 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 Framework Advisor 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.

11.8. The Framework Advisor 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.

11.9. 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 Framework Advisor.

## **12. CONFIDENTIALITY**

12.1. The Framework Advisor 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 Framework Agreement and which are explicitly indicated in writing as confidential, with the exception of information that is publicly available.

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

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

- a. GROWTHFUND agrees to release the Framework Advisor from the confidentiality obligations earlier;
- b. the Confidential Information or Documents become public through other means than a breach of the confidentiality obligations;

12.4. The disclosure of the Confidential Information or Documents is required by law. The Framework Advisor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality obligations under the Framework Agreement

## **13. DATA PROTECTION**

13.1. 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.

13.2. GROWTHFUND/ A Growthfund portfolio company acts as data controller with respect to personal data of individuals which are collected in the context of the implementation of the Framework Agreement and the Individual Services Contracts, and the processing of said data is to be conducted pursuant to the legislation on the protection of personal data.

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

#### **14. ASSIGNMENT**

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

14.2. Any right or obligation assigned by the Framework Advisor without authorisation is not enforceable against GROWTHFUND.

#### **15. LIABILITY**

15.1. The Framework Advisor shall be solely responsible for complying with any legal obligations incumbent on it.

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

15.3. Without prejudice to the events of force majeure, the Framework Advisor 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 Framework Advisor, its directors, officers, Personnel, employees, subcontractors or agents relating to matters contemplated in this Framework Agreement; and
- b. any breach by the Framework Advisor, its directors, officers, employees, subcontractors or agents of any of the Advisor's obligation under this Framework Agreement.

15.4. The Framework Advisor shall also be, without any limitation, liable for any damage caused to third parties as a consequence of the implementation of the Framework Agreement. In the event of any action brought by a third party against GROWTHFUND/ Growthfund portfolio company in connection with the implementation of the Framework Agreement, the Framework Advisor shall

assist GROWTHFUND/ Growthfund portfolio company.

15.5. The Framework Advisor 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 Framework Agreement.

15.6. The economic operators forming the Framework Advisor's consortium are all jointly and severally liable to GROWTHFUND for the implementation of the Framework Agreement.

## **16. TERMINATION**

16.1. The Framework Agreement shall be terminated upon expiry of its Term.

16.2. Growthfund may terminate, without any obligation for compensation for Growthfund, the Framework Agreement or the Individual Contract concluded by Growthfund, and any of its portfolio companies may terminate, without any obligation for compensation for them, the Individual Contract any of them has concluded during its term, among others, where:

- a. if the Framework Advisor is unable due to its own fault to obtain any permit or license required for implementation of the Framework Agreement;
- b. if the Framework Advisor fails to perform its obligations under the Framework Agreement or is in breach of another substantial contractual obligation or repeatedly refuses to sign a Call-Off Notice and/or an Individual Services Contract;
- c. if the procedure for the awarding or the implementation of the Framework Agreement proves to have been subject to fraud;
- d. if the Framework Advisor 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 Framework Advisor is in a situation that could constitute a Conflict of Interest, subject to Article 11 hereinabove;
- f. if a change to the Framework Advisor's legal, financial, technical, organizational or ownership situation is likely to substantially affect the implementation of the Framework Agreement or substantially modify the conditions under which the Framework Agreement was initially awarded;
- g. in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Framework Agreement and/or the Individual Services Contract would mean that GROWTHFUND's needs are no longer fulfilled;

- h. if the Framework 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 Advisor has, at the time of the award of the present Framework 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 Framework Agreement should not have been awarded to the Advisor 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.

16.3. The Framework Advisor shall take all appropriate measures to minimize costs, prevent damage caused to GROWTHFUND/ Growthfund portfolio companies by the termination of the Framework Agreement and/or an Individual Services Contract. The Framework Advisor shall submit any report, Deliverable or Result and any invoice required for the Services that were provided before the date of termination.

16.4. The Framework Advisor is liable for any damage incurred by GROWTHFUND/ Growthfund portfolio company as a result of the termination of the Framework Agreement and/or an Individual Services Contract including the cost of appointing another advisor to provide or complete the Services.

At its absolute discretion, Growthfund may set a deadline to the Framework Advisor to perform its obligations, in case the Framework Advisor 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.

In case of breach by the Framework Advisor of any of the terms of the Framework Agreement, HCAP reserves the right to declare him ineligible and forfeit his letter of guarantee, irrespective of its right to impose any penal clauses to the Framework advisor.

The Agreement and/or the Individual Contracts with the Framework Advisor can be terminated either in whole or partly, or delayed in terms of their effective date, without compensation obligation for Growthfund or any of its portfolio companies for reasons in relation to article 44 of Law 4972/2022.

Growthfund may terminate the present Agreement and Growthfund or a Growthfund portfolio company may terminate the individual contract even without a reason, without an obligation for compensation. In such case the Contractor shall be entitled only to fees corresponding to services already executed up to the date of termination.

Penalties are calculated as follows:

- a. for a delay in the commencement of the Individual Services Contract later than the one (1) month from the date of its award, a penal clause of 0.25% is imposed on the contractual value without VAT for each business day of delay, with a maximum penalty at 5%
- b. for a delay limited to a period of time that does not exceed 50% of the stipulated total duration of the respective Individual Services Contract, a penal clause of 0.25% without VAT is imposed on the contractual value of the services executed/deliverable provided late for each business day of delay, with a maximum penalty of 5%
- c. for a delay exceeding 50%, a penal clause of 0.5% without VAT is imposed on the contractual value of the services executed/deliverable provided late for each business day of delay, with a maximum penalty of 10%

In case of defective execution of contractual obligations, penal clauses of up to ten percent (10%) of the value of the respective Individual Contract may be imposed. The amount of penal clauses is deducted / set off from/with the Framework Advisor's fee.

The imposition of penal clauses does not deprive Growthfund of the right to declare the Framework Advisor in default.

The imposition of penal clauses does not deprive Growthfund or a Growthfund portfolio company of the right to declare the Contractor in default.

## **17. FORCE MAJEURE**

17.1. 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 Framework 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, pandemic, 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, unless they stem directly from a relevant case of force majeure.

17.2. If either Party faces with 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.

17.3. Neither Party shall be held in breach of its contractual obligations under the Framework Agreement if it has been prevented from performing them by force majeure. Where the Framework Advisor is unable to perform its contractual obligations owing to force majeure, it shall have the right to remuneration for the services actually provided.

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

## **18. AMENDMENTS**

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

Growthfund retains the following options which it may exercise by unilateral declaration during the performance of the Agreement, namely:

Increase of the physical object of the Agreement up to 50 %, with a corresponding increase in the contractual price, based on the unit prices of the Financial Offer of the Framework Advisor.

In this particular case, there is a unilateral right of Growthfund to initiate the respective contractual relationships, and the Framework Advisor will be obliged to implement the object of the option with the unit rates of his financial offer.

The use of the option is not binding on Growthfund and in no case is it obliged to exercise this right unless it deems it necessary.

In case of activation of the option, there is no adjustment of the Framework Advisor's unit costs. The Framework Advisor is committed to the unchangeability of its offer for any reason, based on its financial offer.

### **Minor modifications**

This Agreement may be amended if the modification is of minor value and in particular where the following cumulative criteria are met:

the value of the modification is lower than both of the following values: (a) the thresholds of both Directive and Procurement Regulation, and (b) ten percent (10%) of the value of the original contract. The amendment shall not change the overall nature of the contract.

## **19. GOVERNING LAW**

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

## **20. JURISDICTION**

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

20.2. 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.

## **21. SEVERABILITY**

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

## **22. NOTICES**

Any notice or other communication given by one Party to the other pursuant to this Framework 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 Framework Agreement or the email address set out:

### **FOR GROWTHFUND**

[\*]

### **FOR THE FRAMEWORK ADVISOR**

[\*]

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.

## **23. MISCELLANEOUS**

23.1. This Framework 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 Framework Agreement. No variation to this Framework Agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.

24.2. No omission to exercise or delay in exercising on the part of any Party to this Framework Agreement any right, power or remedy provided by law or under this Framework 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. Any waiver of any right, power or remedy under this Framework Agreement must be in writing and may be given subject to any conditions thought fit by the grantor.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have concluded two (2) original copies of this Agreement and each party received one.

SIGNED by, for and on behalf of

Hellenic Corporation of Assets  
and Participations SA

SIGNED by, for and on behalf of

the Advisors of the Framework  
Advisor's consortium

Name:

Position:

Name:

Position:

Name:

Position:

## **ANNEX IV: TEMPLATES OF LETTERS OF GUARANTEE**

### **Framework Agreement Performance Guarantee Template**

Issuer: (Full Name) .....

Date of issue: .....

To: (Full name of contracting authority).....

(Address of contracting authority) .....

Our letter of guarantee No ..... for ..... Euros

We have the honor to inform you that we guarantee by this letter irrevocably and unconditionally waiving the benefit of division and discussion up to the amount of ..... Euros in favor of

(i) [in case of a natural person]: (full name, father's name) ....., VAT number ..... (address) ....., or

(ii) [in case of a legal entity]: (full name) ....., VAT number ....., (address) ....., or

(iii) [in case of a union/joint venture]: the natural persons/ the legal entities

a) (full name) ..... VAT number ..... (address) .....

b) (full name)..... VAT number ..... (address) .....

c) (full name)..... VAT number ..... (address) .....

(it has to be completed with all members of the union/ joint venture)

individually and for each of them and jointly and severally liable to each other, in their capacity as members of the union or the joint venture,

for the good performance of the Framework Agreement (title of the Framework Agreement), according to the (number/date) ..... Request for Proposals "For the Framework Agreement for the "Provision of Services for the Preparation, Implementation and Operations of Digital Transformation projects/programs" of HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS S.A..

The above amount is held at your disposal and will be paid in whole or in part without any objection, or demurral from us and without investigating the merits or otherwise of your claim within ..... days from your written notification.

The present letter is valid until ..... (if a certain time is provided in the contract documents)

or

The present letter is valid until it is returned to us or until we receive a written statement from you that we can consider our Bank released from any relevant guarantee obligation.

In case of forfeiture of the guarantee, the amount of the forfeiture is subject to the applicable fixed stamp duty.

We certify under our sole responsibility that the amount of the letters of guarantee that have been given, including the amount of the present one, does not exceed the limit of the guarantees that we have the right to issue.

(Authorized Signature)

**Individual Contract Performance Guarantee Template**

Issuer: (Full Name) .....

Date of issue: .....

To: (Full name of contracting authority).....

(Address of contracting authority) .....

Our letter of guarantee No ..... for ..... Euros

We have the honor to inform you that we guarantee by this letter irrevocably and unconditionally waiving the benefit of division and discussion up to the amount of ..... Euros in favor of

(i) [in case of a natural person]: (full name, father's name) ....., VAT number ..... (address) ....., or

(ii) [in case of a legal entity]: (full name) ....., VAT number ....., (address) ....., or

(iii) [in case of a union/joint venture]: the natural persons/ the legal entities

a) (full name) ..... VAT number ..... (address) .....

b) (full name)..... VAT number ..... (address) .....

c) (full name)..... VAT number ..... (address) .....

(it has to be completed with all members of the union/ joint venture)

individually and for each of them and jointly and severally liable to each other, in their capacity as members of the union or the joint venture,

for the good performance of the Individual Contract in execution of the Framework Agreement (title of the Individual Contract), according to the (number/date) ..... Request for Proposals "For the Framework Agreement for the "Provision of Services for the Preparation, Implementation and Operations of Digital Transformation projects/programs" of HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS S.A..

The above amount is held at your disposal and will be paid in whole or in part without any objection, or demurral from us and without investigating the merits or otherwise of your claim within ..... days from your written notification.

The present letter is valid until ..... (if a certain time is provided in the contract documents)

or

The present letter is valid until it is returned to us or until we receive a written statement from you that we can consider our Bank released from any relevant guarantee obligation.

In case of forfeiture of the guarantee, the amount of the forfeiture is subject to the applicable fixed stamp duty.

We certify under our sole responsibility that the amount of the letters of guarantee that have been given, including the amount of the present one, does not exceed the limit of the guarantees that we have the right to issue.

(Authorized Signature)