

Athens, 09/04/2024

**HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS S.A.
REQUEST FOR PROPOSAL (“RFP”)**

**FOR THE PROVISION OF PROJECT MANAGEMENT OFFICE SERVICES (PMO)
FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT
FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION
OF THE REAL ESTATE ASSETS OF GROWTHFUND’S SELECTED SUBSIDIARIES**

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1. Procedural information

Title	FOR THE PROVISION OF PROJECT MANAGEMENT OFFICE SERVICES (PMO) FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND'S SELECTED SUBSIDIARIES
Contracting party	Hellenic Corporation of Assets and Participations S.A. NUTS Code EL 303 Tel: 0030 210 0106900 Fax: 0030 210 0106953 Web: www.growthfund.gr
Type of contract	International Tender
Number of contractors	1
Estimated budget	€2,000,000
Registered seat of the Corporation and details for communications / access to information	4, Karagiorgi Servias street, P.C.: 10562, Athens Additional information may be requested to the following email address: info@growthfund.gr
Request for Proposal close date/time	
Estimated contract duration	A period of 24 months, starting from the date of contract signature, with the possibility for HCAP with its sole statement to extend it for a maximum of 12 months in case the contractor is in delay for reasons which are not due to the fault of the contractor, after the submission of a relevant request from the contractor, or in case the 36.000 assets have not been exhausted. In any case, the budget of €2,000,000 concerns the management services in relation to the review of all 36.000 assets, irrespective of the duration of the contractual relationship. The parties can agree the extension of the agreement for a longer period than 36 months under the same fee submitted in the frame of the present RfP, in order the assessment of all 36.000 assets to be completed.
Questions in respect of the Request for Proposal process	The interested parties can submit their questions in writing to HCAP, until 20 days prior the RFP close date. The answers will be posted anonymously on HCAP's website. The questions should be submitted to the following email address: info@growthfund.gr

Proposal's language / supporting documentation language	Greek
Date of Publication on the Official Journal of the European Union (Publications Office of the European Union)	(11/04/2024) Publication number: OJ S 2024/S 72-214208

2. Background on Growthfund & Legal framework

Introduction

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

Pursuant to:

A. Article 185 of Law 4389/2016 (Government Gazette Issue A', 94) as in force

1. The Corporation 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, the Corporation 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 (Government Gazette, Series I, No 94).
2. Further, and within the Corporation's scope, the Corporation shall also hold the State's participations in public undertakings, professionally manage, increase their value and exploit them according to international best practice and the OECD guidelines on corporate governance, corporate compliance and supervision and transparency of procedures, and in accordance with best practice with regard to socially and environmentally responsible entrepreneurship and consultation with the parties concerned by the public undertakings. Public undertakings that are controlled by the Corporation shall (a) be subject to appropriate monitoring in accordance with the rules of Greek and European legislation; (b) implement and support the Government's applicable sectorial policies; (c) when commissioned, undertake the provision of Services of General and General Economic Interest, for example by fulfilling public

service obligations, in accordance with EU law and the Union's common values contained therein.

3. In order to fulfill its purpose, the Corporation shall act in an independent, professional and entrepreneurial manner with a long-term vision in achieving its results, in accordance with its rules of procedure; it shall also act to guarantee full transparency, with a view to enhancing the value and improving the performance of the abovementioned assets as well as generating revenue.
 4. The Corporation may take any action necessary to achieve its purpose.
- B. Article 197 of Law 4389/2016 as amended, the shares of public undertakings were automatically transferred to HCAP to which HCAP will exercise the rights of the shareholder according to the provisions of law 4389/2016.
 - C. Article 192 of Law 4389/2016 (Government Gazette Issue A', 94) "The Board of Directors shall have the functions referred to in Article 22 of Consolidated Law 2190/1920 with the addition of the following functions, which are indicative only: a. To enter into contractual obligations on behalf of the Corporation, including the award of contracts for the provision of goods and services".
 - D. Article 377 para. 5 of Law 4412/2016 (Government Gazette Issue A' 147), as in force, the provisions of Article 189 para. 1 indent e' and 2 of Law 4389/2016 as well as any delegated acts thereof remain valid even after the entry into force of this national public procurement Law.
 - E. Article 189 para. 1 indent e' and 2 of Law 4389/2016 (Government Gazette Issue A'94), the Company adopted an internal Procurement Regulation ("the Regulation"), which has been approved by the sole Shareholder of the Company and has been published on the HCAP official website.
 - F. Article 2 para. 2.1.C of the Regulation
"Following a decision of the Board, the Company may utilize any other awarding procedure stipulated in EU Directive 2014/24 as implemented into Greek law by virtue of Law 4412/2016".
 - G. Directive 2014/24/EU
 - H. 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)
 - I. Directive (EU) 2015/849 of the European Parliament and of the Council
 - J. Law 4557/2018 as in force today

The Tender Process will be conducted in accordance with HCAP’s Procurement Regulation, as well as the provisions included in the Directive 2014/24, as currently in force and general principles enshrined in the EU law. HCAP has chosen to award the Agreement resulting from this RFP through an open procedure whereby any interested economic operator may submit a Proposal.

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

- i. A contract notice was submitted to the Official Journal of the EU on [09/04/2024]
- ii. A publication on the HCAP’s website.

The present procedure falls under the following CPV codes:

CPV	Description
79410000-1	Business and management consultancy services
79411000-8	General management consultancy services
79415200-8	Design consultancy services
72224000-1	Project management consultancy services
72225000-8	System quality assurance assessment and review services

To that end, interested parties (“**Interested Parties**”) are hereby invited to submit a proposal (the “**Proposal**”) according to the terms of this Request for Proposals (the “**Request for Proposals / RFP**”).

In case of participation of Interested Parties under a group or consortium, one of the group or consortium members shall be appointed as Leader (the “**Leader**”) of the group or the consortium.

Interested parties can request clarifications via the tender email info@growthfund.gr until twenty days before tender submission due date, while Growthfund will answer them at the latest six (6) days before tender submission date. The clarifications/answers will be posted anonymously on Growthfund’s website. HCAP 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.

The tender process for the award of said services (the “Tender Process”) shall be conducted according to HCAP’s Procurement Regulation. An engagement letter (“Engagement Letter” or “Contract” or “Agreement”) shall be signed between HCAP and the Interested Party to be selected through the Process and its final draft is provided as an Annex herein (Annex I).

3. Scope of the Project

3.1 Introduction

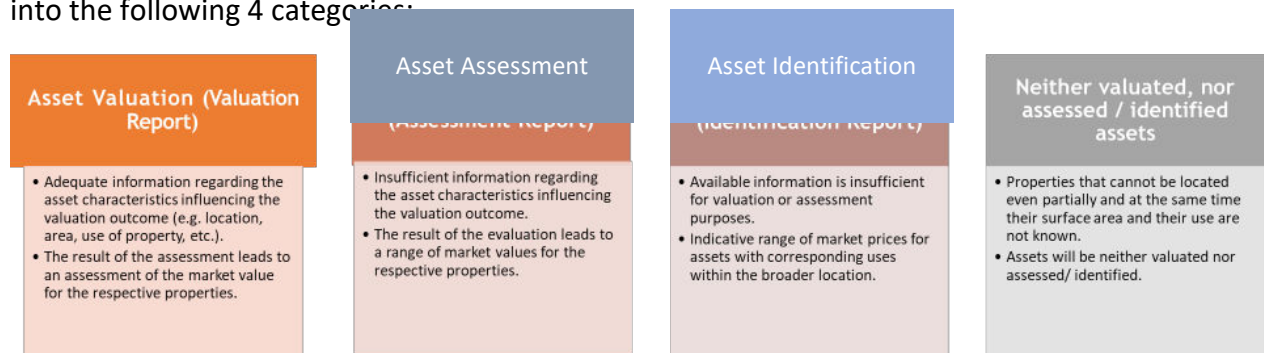
Growthfund has a strategic priority of conducting a comprehensive review and assessment of the real estate and corporate assets within its subsidiary portfolio. To advance this strategic priority, Growthfund will initiate a Framework Agreement Request for Proposal (RFP) targeting real estate experts (real estate appraisers, technical and legal consultants, financial experts, and other relevant professionals).

In this context, Growthfund is in search of an experienced team to establish and operate the Project Management Office (PMO), which will undertake the oversight, coordination, execution, and management of Growthfund’s **FRAMEWORK AGREEMENT FOR A SET NUMBER OF REAL ESTATE EXPERTS FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF HPPC or other framework agreements regarding the real estate assets of other Growthfund’s subsidiaries.**

3.2 Project context and methodology

Growthfund aims to establish a Framework Agreement with a maximum of nine (9) schemes/contractors, entrusted with the responsibility of reviewing up to 36,000 real estate assets belonging to Growthfund's designated subsidiaries, namely HPPC. Their role will encompass the validation of asset information and the evaluation of each asset's commercialization readiness.

The project's objective is to verify and update the data within the real estate databases/archives of HPPC and/or other subsidiaries and categorize assets - indicatively - into the following 4 categories:



In addition, the assets must be categorized based on parameters that include information completeness and their potential for high commercial value, feasibility, and speed of maturation. The PMO must suggest strategies for each asset category based on commercial exploitation prospects (e.g., exploit commercially, proceed with actions needed in order to complete missing information, no commercial prospects etc.)

The results of these tasks will be recorded and documented within a digital data management tool. This tool is required to have seamless interoperability with the databases of Growthfund's designated subsidiaries.

Furthermore, in collaboration with Growthfund, the PMO will oversee the valuation of up to 6,500 assets and the maturation efforts of up to 1,000 assets of HPPC. PMO in collaboration with ETAD will define the selection criteria for the 6,500 properties considering the above segmentation and the deliverables of the previous stage.

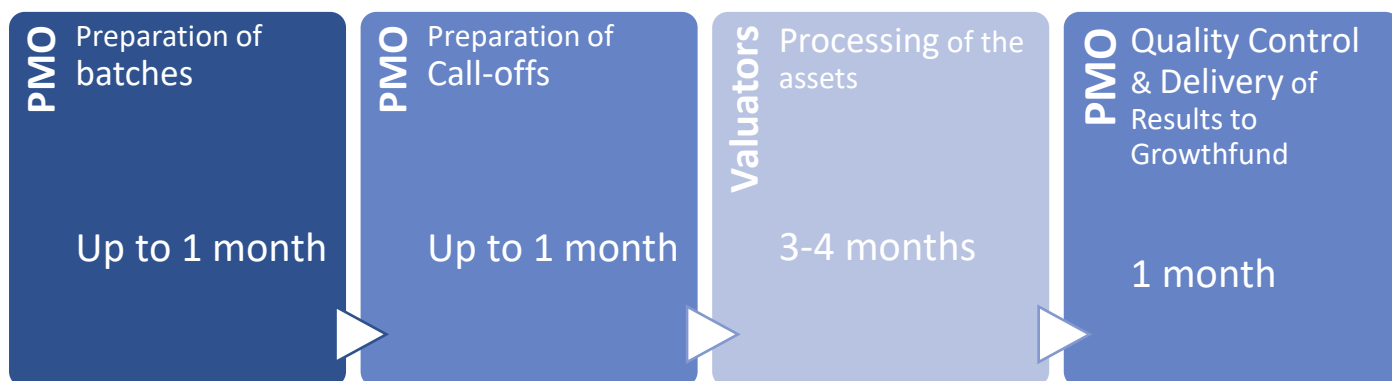
3.3 Scope of work

The Project Management Office (PMO) is responsible for arranging batches of real estate assets, each comprising a minimum of 1,000 assets, on a 3 - 4 month basis. These assets are to be allocated to a maximum of nine selected partnership schemes, consisting of valuers, legal, technical, and financial experts. These experts will then provide the specified services as outlined.

Under the terms of the Framework Agreement, Growthfund, under the coordination and supervision of the PMO, will initiate specific call-offs. These call-offs will delineate the allocation of real estate asset batches to the Contractors for the purpose of valuation.

The Contractors will secure asset batches through a competitive bidding process based on the lowest price proposed. Each call-off will commence with a request for proposal to the Contractors, encompassing technical details of the assets under examination, the estimated value of the respective call-off, and a stipulation for Contractors to submit their tender (financial offer) within a minimum of ten (10) days from the issuance of the request, as per their commitment outlined in the Framework Agreement.

3.4 Timeplan



The project is expected to be completed in a 24-month period with a possible extension of up to 12 months, at the sole discretion of Growthfund, in case the contractor is in delay for reasons which are not due to the fault of the contractor, after the submission of a relevant request from the contractor, or in case the 36.000 assets have not been exhausted. In any case, the budget of €2,000,000 concerns the management services in relation to the review

of maximum 36.000 assets (HPPC and/or other subsidiaries), irrespective of the duration of the contractual relationship.

3.5 Deliverables within the Framework Agreement

The PMO is responsible for collecting and quality-checking the following deliverables from the Contractors under the Framework Agreement:

A. Assets assessment and classification services

- Collect all available documentation from HPPC and/or other external sources as required, for each asset and complete a provided template by the PMO with all data received and clarifications where needed
- Conduct a preliminary assessment of the available property document, and based on the relevant information comment on the planning status, legal/ownership status, and commercial maturity per asset
- Conduct control/audit in the properties' deed (Διενέργεια Ελέγχου Τίτλων)
- Field visits in properties to validate the data, based on PMO & HPPC instructions
- Missing information must be recorded, and assets segmented accordingly
- Submit Property Deed Audit Reports (Υποβολή Έκθεσης Ελέγχου Τίτλων)

The Project Management Office (PMO), with Growthfund and HPPC and/or other subsidiaries, will collaboratively determine the assets to undergo the technical and legal pre-audit.

B. Assets valuations and maturation services

B.1. Valuations

Valuation and additional maturation will be conducted for a subset of the total assessed assets, with the total not exceeding 6,500 assets.

For these assets, the following deliverables will be expected:

- Valuation Report for each asset
- Conclusions regarding property utilization possibilities
- Alternative proposals and choice of utilization scenarios (in cooperation with the PMO)
- Assessment of commercial value / property valuation based on the proposed utilization scenario

B.2. Maturation

Following the results of this process, a more limited selection of assets will undergo comprehensive maturation, reaching a level suitable for commercial utilization. This group will be capped at 1,000 assets and will include full technical and legal audits.

4. Description of PMO services and Deliverables

Within the aforementioned context, the Project Management Office, is expected to provide the following services:

4.1 Strategy and Project Management services:

- In cooperation with Growthfund, the PMO will obtain information, categorize the assets into distinct batches as per the methodology described above, and facilitate the distribution of assignments to the Contractors. Additionally, a comprehensive analysis of criteria and segmentation methodology will be conducted, with recommendations for prioritization.
- The PMO along with ETAD and/or other subsidiary's instructions will determine the field visits in properties to validate the data
- The PMO in collaboration with ETAD and/or other subsidiaries will define the selection criteria for the 6,500 properties considering the segmentation and the deliverables of the first stage (Asset Assessment and Classification Services)
- The PMO will be responsible for composing all documentation associated with the production of call-offs under the Framework Agreement, encompassing the calls and deliverables. Furthermore, the PMO will ensure the seamless and timely progression of the procedure, aligning with Growthfund's expectations. In collaboration with Growthfund, the PMO will also assist Growthfund in the assessment of all proposals and the allocation of each call-off contract.
- Provide strategic guidance to Growthfund on approaches to enhance the commercialization potential of these assets.
- Advise Growthfund on optimal strategies to achieve their objectives in assessing and valuating real estate assets and offer potential modifications to the methodology as needed during the project's execution.
- The PMO will actively oversee and ensure the completion of assignments and deliverables. It will assist Growthfund to strategize and assign responsibilities to the Contractor(s), while also defining project milestones, including start and end dates, key milestones, and deliverables.
- The PMO will provide support to Growthfund in evaluating the tenders received subsequent to the call-offs within the Framework Agreement.

- Develop a standardized asset assessment template (used to feed in information to Digital Data Management Tool) for both calculations and reporting purposes, incorporating relevant quantitative and qualitative assessment fields in accordance with the methodology.
- Oversee and monitor the execution of assignments and ensure that the project progresses in accordance with established deadlines.
- Provide regular, timely and ad-hoc reports to Growthfund in order to monitor the effectiveness of the project as requested.
- The PMO will also provide assistance to all project-related Committees as requested by Growthfund.
- Maintain close collaboration with the Contractors to coordinate data collection and gather input from each Contractor.
- Gather and manage feedback on deliverables from relevant stakeholders and Growthfund ensuring that it is incorporated in the services delivered by the contractors.
- Coordinate and support the Framework Agreement schemes where appropriate.
- Review and ensure the quality of all the deliverables under the assignment of the call-offs of the respective Framework Agreement.
- Provide Growthfund advisory input, on deliverables and strategy issues of methodology, e.g., prioritization of batches.
- Quality Assurance: Present findings, provide feedback to Real Estate Experts and secure the quality of the deliverables.
- Conduct an annual review and analysis of the Greek local real estate market pertaining to the relevant portfolio.
- Provide input to the contractors upon the completion of their deliverables.
- Allocate the cost of the call-off invoices stemming from the Framework Agreement RFP between the two contracting authorities (Growthfund and HPPC and/or other subsidiaries) based on guidelines provided by Growthfund.
- Offer administrative support for the management and execution of the project, encompassing tasks such as clarifying the assignment process for assessments, categorizations, and valuations, as well as preparing documentation for stakeholder approval.
- During periods specified by Growthfund, at least 1 of the Advisory or Consulting Project Managers should provide his/her services at the premises of Growthfund
- Collaborate closely and furnish any requisite information to support related projects undertaken by Growthfund within the scope of this project.

4.2 Digital Data Management Tool

In order to successfully execute and manage this project, ensuring effective coordination among internal and external stakeholders, timely delivery, and transparent progress

monitoring, a collaborative workflow Digital Data Management Tool will be employed. This tool must, at a minimum:

- Facilitate the input of all relevant asset information within the project's scope (such as segmentation, valuation reports, etc.) for the assets designated for valuation, following the selected Data Scheme of Growthfund, and uploading of digitized records.
- Electronically assign the respective valuations to the selected Contractors providing all respective digitized documentation (if and where available).
- Electronically receive the respective responses from the assigned Contractors, using the asset assessment/categorization/valuation templates that the PMO will produce as described in section 4.1 (Strategy and Project Management services).
- Digitally track the performance of each assigned Contractor and generate corresponding reports, utilizing relevant Key Performance Indicators (KPIs) such as response time versus the initially agreed timeframe, document completeness, and more.
- Grant access to specific internal and external stakeholders, facilitating collaboration and communication among them (approximately 20-30 users). Additionally, ensure that Growthfund subsidiaries integrate all relevant information based on the technical requirements in an appropriate digital format.
- Preserve all property records, both legacy and newly generated, for future reference and potential commercialization use. These records will be provided to Growthfund subsidiaries as needed.

The Digital Data Management Tool is expected to be provided under a license agreement between the PMO and Growthfund, deployed within three (3) to four (4) months from the Project commencement, subject to the specifications provided by Growthfund and shall be maintained throughout the course of the project (24 months + 12 months) and for a potential additional period of twelve (12) months post completion.

During this period the Contractor shall provide maintenance and training services to HCAP and/or other subsidiaries while after the expiration of such period the Digital Data Management Tool shall remain the property of HCAP.

The PMO is expected to submit a detailed action plan of its technical proposal of how the project will be executed, within the first month of the project.

Monitoring of Project's Efficiency

The PMO will be responsible to develop a common reporting template to be used for the monitoring of the project, propose KPIs to monitor its efficiency and re-evaluate the methodology according to the value and the feasibility of each asset's potential development. The PMO will report to Growthfund every 3-4 months for the call-offs and every 6 months for the completion of the call offs and efficiency of the project.

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

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.

6. Time and method of submission of the Offers

The offers of Interested Parties must be submitted in Greek language not later than **Monday, 20th May, 17:00 Greece time**. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt, the Proposal shall not be evaluated.

The submitted Proposals must be valid for a period of 6 months from their submission.

The tenderers are obliged to extend the duration of the validity of their Proposal upon request of Growthfund for a period of additional 6 months which is the same as the first period of validity of Proposals.

Interested parties should submit their offer consisting of DOSSIERS A to H along with any other documents that prove experience and expertise together with all requested documents as set out below in password protected files, with the indication “**CALL FOR EXPRESSION OF INTEREST FOR THE PROVISION OF PROJECT MANAGEMENT OFFICE SERVICES FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND’S SELECTED SUBSIDIARIES**” exclusively via e-mail to the electronic mail address: info@growthfund.gr.

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.

7. Guarantees

7.1 Participation Guarantee

For valid participation in the procedure for the award of this contract, the participating Interested Parties (tenderers) must submit a participation guarantee the amount of which amounts to €40,000 plus VAT (2% upon the budget), 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 (A’ 13), operating legally in the Member States of the EU or of the EEA 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 formulated in accordance with Annex II herein.

In the case of an association/group of economic operators, the participation guarantee shall include the condition that the guarantee covers the obligations of all the economic operators participating in the association.

The participation guarantee must be valid for a period of 7 months, failing which the tender will be rejected. Growthfund may, prior to the expiry of the tender, request tenderers to extend, the validity of the tender and the participation guarantee.

7.1.1 Each participation letter of guarantee shall be returned as follows:

(a) With respect to the Interested Parties that shall be awarded a Contract: Upon signing of the respective Contract, following a relevant request by the respective Interested Party.

(b) With respect to Interested Parties that will not win the bid: Within ten (10) days from the expiration of the time limit for bringing an appeal and/or a suspension petition

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against the decision awarding the Contracts or in case such appeal and/or suspension petition has been brought, within ten (10) days from issuance of the relevant decision by the competent adjudicating body or court, following a relevant request by the Interested Party concerned.

(c) With respect to all Interested Parties: If Growthfund cancels/ terminates the award procedure, within ten (10) days from such cancellation/termination in case no appeal and/or a suspension petition has been brought against the decision cancelling the procedure.

7.1.2 The participation letter of guarantee shall be called off in the following cases:

- (a) When the Interested Party withdraws from the award procedure during its term.
- (b) When the Interested Party deliberately provides to the Growthfund false information related to the exclusion and/or selection criteria provided herein or where the Interested Party knowingly provides false documents.
- (c) When the Interested Party fails to provide documents requested by Growthfund.
- (d) When the Interested Party that has been awarded the Contract, fails to sign the Contract.

The original version of the letter of guarantee shall be submitted in hard copy form to Growthfund within 3 working days from the proposal submission.

7.2 Performance Guarantee

The signing of the contract requires the provision of a performance guarantee, the amount of which amounts to 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 contract and any claim of the Growthfund against the Contractor 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 duration of the contract, 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 contract for the whole duration of the contract.

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 II herein.

8. Qualifications and Criteria

Interested Parties are required to demonstrate their financial and technical standing and professional experience in relation to the assignment. 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 envisaged in the below paragraphs of the present article will be rejected and their proposals will not be evaluated.

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.

In particular, the Proposals to be submitted are required to include:

8.1. Financial Records (DOSSIER A)

Interested parties must prove, by providing financial statements, that they have, for each of the previous three (3) financial years for which accounts have been closed and final audited figures are available (2020, 2021, 2022), an annual turnover of at least EUR 1,000,000.

In the case of a consortium/joint venture, the annual turnover of the Interested Party will be considered on a cumulative basis.

Interested Parties may rely on other entities to fulfill the requirements. In this case, they should prove that they will have the necessary resources at their disposal, by presenting the relevant commitment of the entities on which they rely.

8.2. Track Record & Experience (DOSSIER B):

- A minimum of two (2) projects within the past five (5) years, related to the provision of PMO services for projects with a budget of at least €2 million on a cumulative basis. Proven capacity to efficiently manage large teams of different expertise in simultaneous tasks.
- A minimum of one (1) project within the past five (5) years of similar complexity related to asset or real estate portfolio management, including RE properties' assessment and/or classification and/or valuation and/or maturation and/or development, that involve no fewer than 1,000 real estate assets.

Within the above context, the Proposal is required to include a catalogue of all relevant projects in which the interested party has participated in the last five (5) years with a

description of the services provided, the project budget, the interested party's role in the project, as well as the project's start and completion dates.

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

In case of a consortium the experience can be covered collectively by all members of the consortium.

Interested Parties may rely on other entities in order to fulfill the required 5-year experience. In this case, they should prove that they will have the necessary resources at their disposal, by presenting the relevant commitment of the entities on which they rely.

8.3. Quality Assurance Qualifications (DOSSIER C):

Interested parties shall comply with the following quality assurance standards, by submitting the relevant certificates, which have to be in force at the time of submission of the offer:

- Certificate of ISO 9001:2015 or equivalent for quality management
- Certificate of ISO 27001:2013 or equivalent for information security management
- Certificate of ISO 37001:2016 or equivalent for anti-bribery management systems

In case of a consortium at least the Leader shall hold the above certificates. Interested parties cannot rely on other entities to cover the above requirements.

8.4. Project team and candidate experience (DOSSIER D):

Candidates are required as an on-off criterion, to have an adequate number of qualified staff and professional skills for the effective implementation of the Project. Specifically, it is required to establish a Project Team which will have the following structure:

- **Head of Project Management Office** - A competent Head of Project Management Office with proven project experience (>10 years), who will have the overall responsibility of the Contractor's work, the management, the progress, and the coordination of all members of the project team, will be responsible for ensuring the quality of the project, as well as the compliance with all the standards set by Growthfund. The PMO Head will also undertake the representation of the Contractor for the specific project, vis-à-vis Growthfund.
- **Certified Real Estate Valuers** (minimum 2 persons)
- **Financial or Commercial experts** (minimum 2 persons)
- **Technical experts** specialized in civil engineering and planning (minimum 2 persons)

- **Legal Advisors** specialized in real estate planning assessments (minimum 2 persons)
- **Advisory or Consulting Project Managers** with more than 5 years of experience in managing large (>100 assets) Real Estate Valuation portfolio projects. (minimum 2 persons)

Specifically:

- **The Head of Project Management Office** should hold the following expertise and years of experience in accordance with their relevant CV
 - Certified Project Manager or 10 years of proven professional experience
- The **Real Estate Valuers** should hold the following expertise and years of experience in accordance with their relevant CV
 - University Degree in Engineering or Business or Economics or Finance or Real Estate
 - Certified Real Estate Valuer (RICS / TEGoVA certification or equivalent)
 - 5 years of professional experience in real estate valuations
- The **financial or commercial experts**, the **technical experts** and the **legal advisors** should hold the following expertise and years of experience in accordance with their relevant CV
 - Technical Experts: University degree in Civil Engineering or Planning or Rural and Surveying Engineering etc.
 - Legal Advisors: University degree in Law
 - Financial / Commercial experts: University degree in Engineering or Business or Economics or Finance or Real Estate
 - 5 years of professional experience in real estate financial, commercial, or planning advisory projects
- **Advisory or Consulting Project Managers** should hold the following expertise and years of experience in accordance with their relevant CV
 - University degree in Engineering or Business or Economics or Finance or Real Estate
 - More than 5 years of professional experience in advisory services including exposure to projects related to RE strategy formulation, market research, feasibility studies, business valuations, portfolio analysis; managing large (>100 assets) Real Estate portfolio's assessments and/or valuation and/or maturation and/or development projects

The above will be assessed based on the information provided in the submitted curriculum vitae that will list the experience with a brief description of the main projects in which each person has participated, with an indication of the economic value of the project, the time of implementation, the contractor of the project, and the position of each person in the team.

8.5. Technical Proposal & Methodological Approach (DOSSIER E):

The submission should include a detailed description of the proposed methodological approach for the assignment. This should encompass the identification of critical issues and present an indicative work plan that outlines key steps in the process. Additionally, provide a timetable highlighting key deliverables, all of which should align with the program milestones.

Any other data and information that the Candidates deem necessary in order to present and support their proposal.

The dossier should also include all the technical award information described in par.13 of the RFP.

8.6. ESPD (DOSSIER F):

As evidence of non-exclusion, and the fulfillment of the selection criteria, each Interested Party needs to submit with its tender a European Single Procurement Document (ESPD) as per Annex III herein. The declaration must be signed by an authorized representative of the entity providing the declaration.

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

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

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.

8.7. Financial Offer (DOSSIER G):

The financial offer (the "**Financial Offer**") shall include a total fee for all services described in the RFP for the total duration of the project, including any extension.

All amounts are required to be stated in Euro (€). The Financial Offer must be unconditional and without any reservations and it cannot exceed the Budget (Capped Fee) stated in this Request for Proposals and shall include any kind of expenses / costs that will be required during project execution (local travel for project purposes in the country, any accommodation, tax & social insurance, communication costs, professional insurance, administrative support, software & hardware, reports production, etc.).

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.
- ii. Unconditional and without any reservations and it cannot lead to the Budget stated in this RFP being exceeded.

Attention is drawn to the following points:

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

The Contractor is liable for any charges in favor of third parties according to the applicable legislation, except for the applicable VAT. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him.

8.8. Conflict of interest (DOSSIER H)

Interested parties must declare solemnly in writing that they as well as the project team members do not have a conflict of interest to act for Growthfund (**DOSSIER H**) and that in case the assignment is awarded to the Contractor no conflict of interest for any party involved would be created.

Interested Parties and each individual member of the proposed Project 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.

All Interested parties as an entity and each individual member of their proposed project team must declare in writing, in a separate, individual statement per natural person (legal representative/ project team member), that, at the time of the submission of the Proposal: (a) they are acting independently, (b) they do not have any conflict of interest with respect to the Process and the required services, (c) they are not involved with any of the subsidiaries involved, i.e. HPPC and/or other subsidiaries on providing continuous valuation work (or are being employed during the time of submission of their Proposal), (d) the absence of any conflict of interest must be in effect throughout the term of the Engagement.

In case that an interested party participates in the tender in cooperation with the external counsels, a similar declaration may be submitted by those parties as well, in relation to both the legal entity and its project team members.

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

9. Clarifications

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.

10. Subcontracting

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

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

Interested Parties are required to indicate the part of the Contract 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.

11. Reliance on the capacities of other entities to fulfil the selection criteria

In order to fulfil the eligibility 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 regard to technical and professional selection criteria, a Tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.

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

Where a Tenderer relies on the capacities of other entities with regard to criteria relating to economic and financial standing, it is required that the Tenderer and those entities shall be jointly liable for the execution of Agreement.

Interested Parties must prove that they will have at their disposal the resources necessary for the performance of the Contracts 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. In particular, a document shall be submitted (agreement or, in the case of a legal person, a decision of the competent administrative body or, in the case of a natural person, a self-declaration), under which both the tendering economic operator and a third-party tenderer of the financial and / or technical and / or professional capacity of the entity, declare 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 defined in the case in Part II of Annex XII of Directive 2014/24 or with the relevant professional experience, they will commit to perform the tasks or services for which the specific skills are required, stating the part of the contract that they will perform.

12. Duration & Budget

The duration of the Contract will be up to 24 months, with a possible unilateral extension on the part of Growthfund of a maximum of 12 months if such need arises during the project (for example not all of the 36.000 assets have been exhausted).

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

The total budget in relation to the management services in relation to the review of all 36.000 assets, for the whole duration of the project, including any extension, is € 2,000,000 plus VAT.

The Budget includes all fees and expenses to be paid to the Contractor as per the execution of the Contract.

The Contractor will be paid following the due completion and delivery of services relating to a specific batch, based on the following formula:

= [# of assets included in each batch / (total assets of the perimeter)] * Financial Proposal (€)

where:

- # of assets included in each batch (e.g., 9 Real Estate Experts * minimum 1,000 assets = 9,000 assets)
- the total perimeter of the RFP (up to 36,000 assets)
- Financial proposal of the RFP (€)

13. Selection Process

The award criterion is the most economically advantageous tender, based on the best price-quality ratio.

The Proposals will be assessed and evaluated in accordance with the table below. The Tender Process will be awarded to the Interested Party with the highest score (the “**Preferred Bidder**”).

For the purposes of the present RFP, the Technical Award Criteria weighting will be 70% (70% Organisation & 30% Management Team) and the Financial Award Criteria weighting will be 30%.

In particular:

Technical Award Criteria	Weight per criterion
1. Organisation consisting of (70%):	
(1) Relevance: clarity and consistency of project, understanding of the scope and objectives of the Framework Agreement; extent to which they match the themes and priorities and objectives of the Framework Agreement;	(10%)
(2) Methodology: design and implementation: methodology for implementing the project (concept and methodology, internal procedures, risks, and risk management); description of support facilities for the implementation of framework services; cooperation/communication scheme with Growthfund	(20%)
(3) Organization of work and resources and speed of delivery of services: 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, time to deliver services [estimated months/batch]	(40%)
2. Management Team (30%)	(30%)
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. Relevance of qualifications of experts team to the requirements of the project.	
Total number of points	100%

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 above technical award criteria, namely Organization, Management Team will be considered for the award of the Contract. 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.

The Proposal offering the best price-quality ratio will be determined in accordance with the formula below, on the basis of technical and financial award criteria:

$$Li = 70\% * (Bi/Bmax) + 30\% * (Kmin/Ki)$$

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.

Should the outcome of the formula lead to two or more Interested Parties with the same result (**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.

14. Terms of the Call

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

Interested Parties that do not fulfil the minimum requirements for participation - qualifications-experience, 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 Contract 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 labor law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labor conventions listed in Annex X to Directive 2014/24.

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

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

Growthfund reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure without any prior notice or update, as

well as to terminate any negotiations or discussions at any stage of the process, in relation to all or certain services, without incurring any liability whatsoever as against any participant and/or any third party.

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

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

Proposals that will be submitted to Growthfund without being in line with the above, they will not be considered as valid and will not be evaluated by Growthfund. Every interested party submits one offer for all requested services.

By submitting a Proposal for this request, it 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.

15. Reasons for rejecting offers – Termination – Penal Clauses

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.

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

- a. the Contract has been subject to a substantial modification, which would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24.
- b. the Contractor has, at the time of the award of the Contract, 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 Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

In case of a delay in the delivery of Services after the expiration of the Agreement or after the expiration of the extension granted, due to the fault of the Contractor, penalties shall be imposed in accordance with the following:

(i) For a delay within a period not exceeding 50% of the Agreement's total duration, a penalty that amounts to 2.5% of the contract price, excluding VAT of the services provided on time, shall be imposed.

(ii) For a delay of more than 50%, a penalty of 5% of the late Services' contract price, excluding VAT, shall be imposed.

(iii) Penalties regarding exceeding of partial deadlines are independent of those imposed for the exceeding of the contract's overall duration and may be revoked with a reasonable decision by the authority if the services relating to the above partial deadlines are provided within the contract's overall duration and its authorized extensions and provided that the entire contract has been fully executed.

The amount of penalty clauses shall be deducted from the Contractor's fee.

The imposition of penalty clauses shall not deprive HCAP of the right to declare the contractor ineligible.

16. Procedure – Evaluation of the Offers

The unsealing of password protected DOSSIERS A, B, C, D, E, F, G and H 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.

DOSSIER G 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 G (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 above and are accepted and their technical offers have been evaluated, will be invited electronically to send the password for DOSSIER G.

17. Data Protection

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

18. Successful tenderer's supporting documents

Before signing the Contract, Growthfund asks the successful tenderer to submit all supporting documents proving the fulfillment of the criteria on non-existence of reasons for exclusion and on eligibility, in accordance with article 60 of Directive 2014/24.

More specifically, the supporting documents required are the following:

– Extract or extracts from a criminal record or other equivalent document/ certificate issued within the last thirty (30) days by the competent authorities judicial or administrative authorities of the Contractor's country of origin/establishment, through which is verified that the Contractor has not been convicted by a final judgment of any of the following offenses:

For participation in a criminal organization, as defined in article 2 of the framework decision 2008/841/JHA of the Council, of 24 October 2008, to combat organized crime (OJ L 300 of 11.11.2008, p. 42).

For corruption, as defined in Article 3 of the convention to combat corruption involving officials of the European Communities or its Member States of the European Union (OJ C 195 of 25.6.1997, p. 1) and in article 2 paragraph 1 of framework decision 2003/568/JHA of the Council, of 22 July 2003, on the combating corruption in the private sector (OJ L 192 of

31.7.2003, p. 54), as also for corruption as defined in national law, i.e. as defined in any of sections 159A, 236, 237(2) to (4), 237A(2) and 396 par. 2 of the Greek Criminal Code.

For fraud, within the meaning of Article 1 of the Financial Protection Convention interests of the European Communities (OJ C 316 of 27.11.1995, p. 48).

For terrorist crimes or crimes related to terrorist activities, as defined, respectively, in articles 1 and 3 of the framework decision 2002/475/JHA of Council of 13 June 2002 on combating terrorism (OJ L 164 of 22.6.2002, p. 3), or for moral complicity, collaboration or attempt to commit a crime, such as referred to in article 4 of the said framework decision.

For money laundering or financing of illegal activities terrorism, 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 using the financial system to launder income from illegal activities and the financing of terrorism (OJ L 309 of 25.11.2005, p. 15).

For child labor and other forms of human trafficking, as defined in Article 2 of directive 2011/36/EC of the European Parliament and of the Council, of April 5, 2011, to prevent and combat human trafficking and to protect of its victims, as well as for the replacement of the framework decision 2002/629/JHA of Council 2002 /629/JHA (OJ L 101 of 15.4.2011, p. 1).

The above documentation is also provided for the members of the administrative, management or supervisory body of the Contractor or for the persons who have powers of representation, decision-making or control in this body.

- Certificate or certificates valid and in force from the competent authorities of the country origin/installation that the Contractor is not in breach of his obligations regarding the payment of taxes (i.e., tax awareness certificate).

– Certificate or certificates valid and in force from the competent bodies of the country origin/installation of the Contractor that the Contractor does not violate its obligations regarding social security contributions (i.e., insurance awareness certificate).

For proof of legal representation in cases where the economic operator is legal entity, has been registered compulsorily or optionally - according to the applicable law legislation— to the competent authority (e.g. the GEMI service), and declares to it his representation and any changes, provides a relevant certificate of validity of representation which must have been issued up to thirty (30) working days before its submission, unless a specific period of validity is provided for this certificate. Specifically for economic operators in Greece, the following is provided:

i) to prove the legal representation, in cases where the economic operator is a legal entity and is obliged, according to the applicable legislation, to declare his representation and any changes to the GEMI service, he provides relevant certificate of valid representation, which must be issued up to thirty (30) business days prior to its submission.

ii) for certification of legal establishment and operation and for changes in the legal person, a general certificate of changes from the GEMI service is presented as long as it has been issued up to three (3) months before its submission.

In other cases, the relevant legal documents of incorporation and legal representation are provided (such as company articles of association, certificates of changes, respective gazettes, decisions establishing administrative bodies, etc. depending on the legal form of the economic entity), which are accompanied by a solemn declaration of the legal entity representative that they are still valid at the time of their submission.

If for this assignment process, powers have been granted to a person other than those mentioned in the above documents, minutes with a supplementary decision of the competent legal body person are provided, with which the relevant powers were granted. In the case of individuals, if powers have been granted to third parties, the relevant authorization of the economic operator is provided.

Foreign economic entities submit the supporting documents required by the legislation of the country of establishment and, if these supporting documents are not provided, a solemn declaration of the legal representative is provided, proving the above data regarding the legal composition, changes, and representation of the economic entity.

The legal composition of the economic operator must occur from the above documents, and in particular all relevant amendments to the articles of association, the person or persons who legally bind the company on the date of the competition (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 administrative body / legal entity 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.

19. Signing of the Contract

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 Contractor to sign the Contract.

Before signing of the Contract, the Contractor 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 10% of the estimated value of the Contract.

ANNEX I

Agreement for PROJECT MANAGEMENT OFFICE SERVICES (PMO) FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND'S SELECTED SUBSIDIARIES

This Agreement is made in/...../2024 in Athens, between:

The company under the name Hellenic Corporation of Assets and Participations S.A. (hereinafter called "HCAP" or the "Company")

and

.....

(Hereinafter called the "Contractor"),

(HCAP and the Contractor hereinafter also called a "Party" and together the "Parties")

Whereas:

1. On [*] 2023, HCAP published a REQUEST FOR PROPOSAL ("RFP") FOR THE PROVISION OF PROJECT MANAGEMENT OFFICE SERVICES (PMO) FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND'S SELECTED SUBSIDIARIES (the "RFP").
2. The RFP describes the specific nature of the services to be provided as well as the main terms and conditions for their performance.
3. The RFP stated that one service provider (PMO) would be selected.
4. The mutual rights and obligations of HCAP and the Contractor shall be as set forth in this Agreement.
5. The Contractor issued and submitted to HCAP the with number..... letter of guarantee for the good performance of the Services with duration fromto, in the amount of..... €.

In view of the above, the parties have agreed and mutually accepted the following:

1. DEFINITIONS

For the purposes of this Agreement:

“Agreement” means this agreement between the HCAP and

“Assignment” means a concrete assignment to meet defined objectives/projects of HCAP.

“Proposal” means the offer separately submitted by a specific Interested Party in response to the RFP.

“Procurement Regulation” means HCAP’s procurement rules adopted by virtue of Article 377 of Law 4412/2016 along with Article 189 paragraph 1 indent e’ and 2 of Law 4389/2016, which has been approved by the sole Shareholder of the Company by a resolution dated 18.11.2016 and has been published on HCAP’s website.

“Services” means those services which will be provided by the PMO pursuant to this Agreement, and which are defined in Article [**] and in the RFP.

2. SUBJECT MATTER

This Agreement covers the provision of Services to HCAP, as specified in the RFP.

The selected PMO will undertake the supervision, coordination and management of Growthfund’s FRAMEWORK AGREEMENT FOR A SET NUMBER OF REAL ESTATE VALUATORS FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND’S SELECTED SUBSIDIARIES, as described in detail in paragraphs [*] of the RFP.

3. DURATION

3.1. This Agreement shall enter into force on the date of signature hereof by the Parties.

3.2. The duration of the Contract will be up to 24 months, with a possible unilateral extension on the part of Growthfund of a maximum of 12 months if such need arises during the project (for example not all of 36.000 assets have been exhausted).

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

3.3. The total budget in relation to the management services in relation to the review of all 36.000 assets, for the whole duration of the project, including any extension, is €plus VAT.

The budget includes all fees and expenses to be paid to the Contractor as per the execution of the Contract.

4. OBLIGATIONS OF THE CONTRACTOR

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

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

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

The Contractor has presented to Growthfund a letter of guarantee for the good performance of the Agreement, amounting to 10% of the estimated value of the Agreement, covering the whole duration of it, based on template which has been provided to the Contractor. The letter of guarantee shall be returned to the Contractor upon the due completion of the Agreement.

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

5. THE CONTRACTOR' S REPRESENTATIONS AND WARRANTIES

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

The Contractor and the personnel shall observe the highest standards of integrity and ethical conduct and shall act with honesty and propriety. The Contractor shall ensure that no circumstances arise during the Term, in which the activities of the Contractor or the personnel under the Contract conflict or might conflict with the Contractor's interests or personnel's personal interests or with any services which the Contractor or the personnel may render to third parties. Growthfund, without prejudice to any other remedy for breach of contract may, by written notice and with immediate effect, terminate this Agreement, if in its judgment,

such a Conflict of Interest has arisen. Special attention is drawn to relevant provisions of the RFP and section on conflict of interest of the present.

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

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

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

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

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

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

In the event of the dissolution, bankruptcy, or enforcement of the contractor or one of the members who form the Contractor, the Agreement shall continue to exist and the obligations arising from the Agreement shall be borne by the remaining members of the Contractor only if they are able to fulfill them. The decision on the possibility of fulfilling or not the terms of the Agreement is at the discretion of the competent body of Growthfund. Otherwise, Growthfund may terminate the Agreement. Also, in case of merger, acquisition, transfer of

the business, etc. of one of the members who form the Contractor, the continuation or not of the Agreement is at the discretion of Growthfund. In case of dissolution or bankruptcy of the Contractor, when he consists of a company, or the placement of his property in receivership, then the Agreement is automatically terminated from the day of the above events. In such a case, the Letters of Guarantee shall also be forfeited in favor of Growthfund.

6. TERMS OF PAYMENT

The maximum amount covering the provision of all Services within the total duration of the engagement, including any possible extension, as described above, is [*] excluding VAT (the “Budget”).

The Contractor shall be paid following the due completion and delivery of services relating to a specific batch, based on the following formula:

= [# of assets included in each batch / (total assets of the perimeter)] * Financial Proposal (€)

where:

- # of assets included in each batch (e.g., 9 Real Estate Experts * minimum 1,000 assets = 9,000 assets)
- the total perimeter of the RFP (up to 36,000 assets)
- Financial proposal of the RFP (€)

Prices shall be expressed in Euro and shall exclude VAT.

The Contractor shall issue an invoice upon completion of the services, subject to confirmation of HCAP that the respective Services have been duly performed.

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

Payments shall be made to bank account, as the Contractor shall notify in writing to HCAP.

The Contractor is liable for any charges in favor of third parties according to the applicable legislation, except for the applicable VAT. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him.

7. TERMINATION – PENAL CLAUSES

The Agreement shall be terminated upon expiry of its Term.

Growthfund reserves the right to terminate the Agreement with cause upon written notice to the Contractor with immediate effect without having an obligation for compensation.

Growthfund may terminate the Agreement indicatively in the following circumstances without having an obligation for compensation:

- a. if the Contractor is unable due to its own fault to obtain any permit or license required for implementation of the Agreement.
- b. if the Contractor fails to perform its obligations properly or in due time, under the Agreement or is in breach of another substantial contractual obligation.
- c. if the procedure for the awarding or the implementation of the Agreement proves to have been subject to fraud;
- d. if the Contractor does not comply with applicable obligations under environmental, social, and labor law established by Union law, national law, collective agreements or by the international environmental, social and labor law provisions listed in Annex X to Directive 2014/24.
- e. if the Contractor is in a situation that could constitute a Conflict of Interest, subject to Article hereinabove;
- f. if a change to the Contractor's legal, financial, technical, organizational or ownership situation is likely to substantially affect the implementation of the Agreement or substantially modify the conditions under which the Agreement was initially awarded.
- g. in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Agreement would mean that Growthfund 's needs are no longer fulfilled.
- h. if the Agreement is subject to a substantial modification which would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24.
- i. the Contractor has, at the time of the award of the present Agreement, been in one of the situations referred to in Article 57 (1) & (2) of Directive 2014/24 and should have been excluded from the award procedure.
- j. the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

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

In case of breach by the contractor of any of the terms of the Agreement, HCAP reserves the right to declare him ineligible and forfeit his letter of guarantee.

The Contractor shall take all appropriate measures to minimize costs, prevent damage caused to Growthfund by the termination of the Agreement. The Contractor shall perform all of its already assigned obligations in relation to the time period before the date of termination. The

Contractor is liable for any damage incurred by Growthfund as a result of the termination of the Agreement including the cost of appointing another contractor to deliver the Services.

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

Without prejudice to HCAP's right to terminate the Agreement, HCAP may at any time and for any reason suspend performance of the Agreement. Suspension shall take effect on the day the Contractor receives a written notification or at such later date that the written notification of HCAP provides for. The Contractor shall not be entitled to claim compensation in the event of such suspension of the Agreement.

In case of a delay in the delivery of Services after the expiration of the Agreement or after the expiration of the extension granted, due to the fault of the Contractor, penalties shall be imposed in accordance with the following:

(i) For a delay within a period not exceeding 50% of the Agreement's total duration, a penalty that amounts to 2.5% of the contract price, excluding VAT of the services provided on time, shall be imposed.

(ii) For a delay of more than 50%, a penalty of 5% of the late Services' contract price, excluding VAT, shall be imposed.

(iii) Penalties regarding exceeding of partial deadlines are independent of those imposed for the exceeding of the contract's overall duration and may be revoked with a reasonable decision by the authority if the services relating to the above partial deadlines are provided within the contract's overall duration and its authorized extensions and provided that the entire contract has been fully executed.

The amount of penalty clauses shall be deducted from the Contractor's fee.

The imposition of penalty clauses shall not deprive HCAP of the right to declare the contractor ineligible.

8. CONFLICT OF INTEREST

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

Before the signing of the Agreement, the Contractor shall declare in writing that it has no Conflict of Interest in relation to the specific Assignment of the RFP, and that it will take all

the necessary measures to ensure that the absence of any Conflict of Interest will be in effect throughout the whole term of the engagement.

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

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

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

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

The Contractor warrants that it is not in any legal or factual relationship or situation which creates a potential conflict of interest situation or in general could possibly create suspicion that it prevents same - to a greater or lesser extent - from providing with the necessary effectiveness and objectivity its services to Growthfund. In the event that any legal or factual relationship or potential situation arises for any reason in the future, irrespectively of whether the Contractor is involved or not, the latter shall immediately notify in writing Growthfund and has the obligation to rectify the aforementioned situation as soon as Growthfund requests it. Growthfund is entitled to assess within its sole discretion whether a conflict-of-interest situation exists or not, irrespectively of whether it is described above or not.

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

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

9. PERSONAL DATA

The Parties shall take all necessary technical and organizational measures to ensure that the requirements of the General Data Protection Regulation are met, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as with the Greek Law 4624/2019, as in force.

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

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

10. CONFIDENTIALITY – INTELLECTUAL PROPERTY

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

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

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

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

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

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

The Contractor grants to Growthfund the rights to use at their absolute discretion the Results of the implementation of the Agreement (including, but not limited to reports and/or other Deliverables).

The Digital Data Management Tool shall remain the property of HCAP.

ASSIGNMENT

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

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

11. LIABILITY

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

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

Without prejudice to the events of force majeure, the Contractor shall be liable and indemnify Growthfund 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 or any of its portfolio companies arising from, out of or in connection with:

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

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

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

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

12. FORCE MAJEURE

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

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

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

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

13. AMENDMENTS

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

14. GOVERNING LAW

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

15. JURISDICTION

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

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

16. SEVERABILITY

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

17. NOTICES

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

.....

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

18. MISCELLANEOUS

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

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

In witness whereof, the Parties hereto have concluded two (2) original copies of this Agreement and each party received one.

For the Hellenic Corporation of Assets and Participations S.A.

For the Contractor

Annex II

Participation Guarantee

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 legal entity]: (full name), VAT number, (address), or

(ii) [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 its/their participation in the tender according to (number/date) Request for Proposals
“FOR THE PROVISION OF PROJECT MANAGEMENT OFFICE SERVICES (PMO) FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND’S SELECTED SUBSIDIARIES”

This guarantee only covers its/their obligations arising from participation in the above tender (in favor of the guarantee) throughout its validity period.

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 withindays from your written notification.

The present letter is valid until

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 accept to extend the validity of the guarantee after a document from your Service, to which the consent of the customer for the extension of the offer is attached, according to the provisions of the RfP, provided that your relevant request is submitted to us before its expiry date.

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)

Performance Guarantee

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 legal entity]: (full name), VAT number, (address), or

(ii) [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 Contract (title of the contract), according to the (number/date) Request for Proposals **“FOR THE PROVISION OF PROJECT MANAGEMENT OFFICE SERVICES (PMO) FOR THE IMPLEMENTATION OF A FRAMEWORK AGREEMENT FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF GROWTHFUND’S SELECTED SUBSIDIARIES”**

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)