

HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. Karagiorgi Servias 6 Str., 105 62, Athens, Greece

# REQUEST FOR PROPOSALS FOR AN INDEPENDENT VALUER FOR THE EXPLOITATION OF THE PROPERTY "THERMAL SPRING AND CAMPING KONIAVITIS"

Athens, May 19<sup>th</sup>, 2023

#### 1. Introduction

The Hellenic Republic Asset Development Fund S.A. ("**HRADF**" or the "**Fund**") is the legal entity entrusted with the implementation of the privatization program of the Hellenic Republic ("**HR**"). HRADF is established by, and is operating under, Law 3986/2011, with the objective of developing assets belonging to the HR, to legal entities of public law and/or to public enterprises, the share capital of which is fully owned, directly or indirectly, by the HR or by legal entities of public law.

Pursuant to article 188 par. 1 of Law 4389/2016, HRADF is a direct subsidiary of the "Hellenic Corporation of Assets and Participations S.A." ("**HCAP**").

HRADF currently runs an international tender process (the "Tender"), as is described in the Request for Proposal dated April 21st 2023 (the "RfP") for the Development of the property "Thermal Spring & Camping Koniavitis" (the "Property"). It is noted that the Property includes two individual Land Plots. For Land Plot A a contract of transfer of full ownership, possession and detention will be concluded. For Land Plot B a long-term lease contract for fifty (50) years will be concluded, with an obligation to carry out certain minimum works.

The Property is located in the Municipality of Kamena Vourla, in the Regional District of Fthiotida of the Region of Central Greece, has a total surface of 593.061,75 sq.m. The shape of the property area is fenced and elongated, with the longitudinal axis arranged in the east-west direction. The same direction has PATHE highway and the parallel and adjacent Old National Road which cross the area of the Property.

The Property under development, as mentioned above, includes two individual Land Plots: a) Land Plot A, which is briefly described as follows: A land parcel with an area of 520,515.65 sq.m. plus or minus, extending north of the PATHE motorway (Patras - Athens - Thessaloniki - Evzoni) and having a sea frontage of 1,200 m. plus or minus.

b) Land Plot B, which is briefly described as follows: Land parcels with an area of 37,211.37 sq.m. and 35,334.73 sq.m. plus or minus, where the "Koniavitis Mylos" and "Kallyntika" hot springs are located.

The Fund's aim is the development of the Property through the simultaneous exploitation of Land Plot A and Land Plot B and, therefore, the simultaneous signing of the relevant contracts (Sale for the Land Plot A and Long Term Lease for the Land Plot B) which will be available for comments to Interested Investors and posted on the VDR.

In this context, HRADF is seeking to engage a specialized and experienced valuation services company offering such valuation advisory services (the "Valuer"), to carry out an independent valuation study regarding the determination of a) the discount rate "R" as per term 19.4.3 of the RfP (the "Discount Rate Report", and b) the financial consideration for the sale of ownership of Land Plot A and for the lease of Land Plot B as per term 19.4.3, 19.4.4 of the RFP (the "Valuation Report").

To that end, interested parties wishing to participate in the present tender process for an independent valuer ("Interested Parties") are hereby invited to submit a proposal ("Proposal") according to the terms of this Request for Proposals (the "Request for Proposals"). The tender process for the award of the aforementioned independent valuer's services (the "Process") shall be conducted according to HRADF's Procurement Regulation (Decision of the Minister of Finance nr. 2/16128/0025, Government Gazette B/476/2014) (the "Procurement Regulation").

A written contract shall be signed between HRADF and the Interested Party to be selected through the Process.

# 2. Scope of Work

The Valuer is expected to carry out an independent valuation for the simultaneous exploitation through sale (Land Plot A) and long-term lease (Land Plot B) of the Property as follows:

a) A Discount Rate Report to determine the discount rate "R" percentage (%) to be used for the calculation of the Present Value of the Annual Rents for 50 years, as per term 19.4.3, 19.4.4 of the RFP.

The Valuer is expected to deliver a Discount Rate Report both in hard and digital copy including all supporting documentation. The Discount Rate Report and the supporting documentation should be prepared in the Greek language, with an executive summary in the English language, and should include, but not be limited to the following:

- executive summary;
- comprehensive supply-demand analysis of the market in which the subject property compete;
- detailed presentation of the calculation method(s) applied, including relevant inputs, assumptions and calculations; and

The Discount Rate Report will be posted to the VDR no later than August 18, 2023 10:00, Athens time as per term 4.8 of the RFP. The Discount Rate Report, under penalty of exclusion shall not include or reveal any information or data to be included in the Valuation Report to be delivered to the Fund at a later stage.

The Discount Rate Report may be presented by the Valuer to the HRADF's Council of Experts and to its Board of Directors, as well as to any other person or entity as required by HRADF.

b) Valuation Report to determine the amount of the total consideration, for the sale of Land Plot A of the property and the 50 year lease of Land Plot B of the property, as per term 19.4.3, 19.4.4 of the RFP.

The Valuer is expected to deliver a Valuation Report both in hard and digital copy including all supporting documentation. The valuation report and the supporting documentation should be prepared in the Greek language, with an executive summary in the English language, and should include, but not be limited to the following:

executive summary;

- full description of the Property and underlying buildings under valuation supported by photographic documentation;
- market study supporting the arguments of the report;
- detailed presentation of the valuation method(s) applied, including relevant inputs, assumptions and calculations; and
- The Valuation Report shall be presented by the Valuer to the HRADF's Council of Experts and to its Board of Directors, as well as to any other person or entity as required by HRADF.

The assignment also includes the submission - upon a written request of HRADF - of a valuation update of the Property within a period of eight (8) months from the initial valuation date.

#### 3. Duration & Budget

- 3.1. Duration of the Engagement: The Valuer must complete and properly deliver the Discount Rate Report until August 11, 2023 10:00, Athens time after having acquired access to the Virtual Data Room (VDR). The Valuer must complete and properly deliver the Valuation Report until September 11, 2023 17:00 Athens time after having acquired access to the Virtual Data Room (VDR). The assignment also includes the submission upon a written request of HRADF of an update of the Valuation Report for the Property within a period of eight (8) months from the initial valuation date.
- **3.2. Maximum Budget**: The maximum available budget for the assignment is **EUR 25.000 plus VAT**. The available budget includes any and all required expenses to complete the assignment.

#### 4. Qualification Criteria

The Interested Parties are required to demonstrate their standing and professional experience in relation to the assignment. In particular, the Proposals to be submitted are required to include the following:

- **4.1. Track Record & Experience:** Proof of extensive experience of no less than 10 years, in the delivery of valuation or similar assignments, providing sufficient evidence of experience in the valuation of similar as per type and size properties. The Dossier should include obligatorily a catalogue of all the relevant projects in which the Interested Party has participated in the last ten (10) years. In case that the Interested Party is operating less than ten (10) years, track records for twelve (12) years of experience is required for at least two members of the Interested Party's project team (**DOSSIER A'**).
- 4.2. Project Team: Proposed team composition and its proposed structure, including the definition of the project leader and of the senior members of the team. The Dossier should also include the CVs, and a list of relevant experience, of the senior members of the proposed project team during the past ten (10) years clearly indicating which member participated in each project and their exact involvement. At least two (2) leading members of the Interested Party's team that will undertake the valuation, must be certified valuers by a Greek or other European Union member-state regulating body. The certification of the valuers must be according to RICS, TEGOVA or other equivalent professional body standards. Also the signatory or one of the cosignatories of the valuation must be a certified valuer as described above. Finally, at least one leading member of the Interested Party's team <u>as additionally</u> to the signatory or one of the co-signatories of the valuation must also be registered in the List of Certified Valuers held by the Ministry of Finance. The suggested senior

- members of the project team may be replaced only with HRADF's prior consent, which shall not be unreasonably withheld (**DOSSIER B'**).
- **4.3. Methodological Approach:** The Interested Parties should present their approach to the assignment, critical issues and methodologies, including a timeline (**DOSSIER C'**).
- **4.4. Financial Offer:** Proposed fees and fee structure and expenses taking into consideration Maximum Budget. (**Dossier D'**).
- **4.5.** Declaration of no conflict of interest: Interested Parties as an entity and <u>each</u> individual member of their proposed project team must declare in writing, in a separate, individual statement <u>per natural person</u>, that, at the time of the submission of the Proposal as per the template of **Annex I**:
  - (a) they are acting independently,
  - (b) they do not have any conflict of interest with respect to the Process and the services described in Section 2 Scope of Work,
  - (c) they are not involved with any investors intending to participate in the Tender for the Property,
  - (d) the absence of any conflict of interest must be in effect throughout the term of the Engagement.

Such a declaration confirming the absence of any conflict of interest must be included in **Dossier B'** of the Proposal. Alternatively, in case a natural person – member of the proposed project team is directly employed by an Interesting Party (i.e. through a labour contract), such Interested Party, in its capacity of employer, may, on the name and on behalf of its employees, submit a declaration incorporating the above-mentioned statement and the names of those employees.

- **4.6. Professional indemnity insurance** of an annual minimum of **EUR 1 million per incident**. The professional indemnity insurance certificate should also be provided (or a cover letter). Certificate or cover letter must be included in **Dossier A'** of the Proposal and must be in effect throughout the term of the Engagement.
- **4.7.** Interested Parties must meet all the qualifications as described above. Interested Parties who fail to submit their Proposal fully compliant to the required qualifications of this Request for Proposals, shall be disqualified from the Process.
- **4.8.** The Valuer must observe and abide by the rules provided for in article 7 of Law 3049/2002 and in particular their professional code of conduct and the relevant confidentiality rules, even after the conclusion of the engagement.

#### **5. Selection Process**

- **5.1.** The Process will be awarded in accordance with the provisions of Law 3986/2011 and par. 2.3 of the Procurement Regulation.
- **5.2.** HRADF will evaluate the Proposals submitted according to the criteria set out in Section 4 and in accordance with the table below. The assignment will be awarded to the Interested Party with the highest score ("**Preferred Bidder**"). HRADF has the right to declare the Interested Party with the second highest score as the substitute of the Preferred Bidder ("**Substitute Preferred Bidder**").
- **5.3.** The Proposals will be evaluated on the basis of the following criteria and their respective weighting.

Criterion	Weighting
Track Record & Experience – Dossier A'	35%
Project Team– Dossier B'	30%
Depth and detail of proposed  Methodological Approach – Dossier C'	25%
Financial Offer – Dossier D'	10%

- **5.4.** HRADF may require additional documents and/or clarifications, information, additions or adjustments from the Interested Parties in connection with any issue related to their Proposals. The Interested Parties may be also requested to present their approach for the assignment following the submission of their Proposals.
- **5.5.** The Proposals, consisting of Dossiers A', B', C' and D', the declarations confirming the absence of any conflict of interest and any other supporting documentation relating thereto and/or proving the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are permissibly submitted:
  - i. <u>EITHER</u> electronically, by e-mail to the e-mail address: tender@hraf.gr (for the attention of Ms. Chryssoula Rallia), marked "INDEPENDENT VALUATION FOR THE EXPLOITATION OF THE PROPERTY KONIAVITIS THERMAL SPRING AND CAMPING" (please note that the maximum size of the e-mail should not exceed 8MB, the attached files should not be compressed (.zip) and their names should not exceed 20 characters);
  - ii. <u>OR</u> by uploading the files to a secure electronic file to be created by the Fund, upon request by the Interested Party and notification of the correspondent's e-mail address to: **tender@hraf.gr** (for the attention of Ms. Chryssoula Rallia) up to 48 hours prior to the deadline for the submission of proposals, in order for the latter to be sent the instructions and passwords for uploading the Process material (maximum overall file size 15GB).
- **5.6.** Dossier D' must be protected with a password; if not, the Interested Party shall be forthwith disqualified. Following the assessment of Dossiers A', B', C' and provided that the declarations confirming the absence of any conflict of interest are included, only the Interested Parties complying with the requirements under Section 4 (regarding Dossier A', B' and C') will be invited via e-mail to send the password for Dossiers D'. Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of Dossiers D', the Interested Parties (invited to send the password for Dossier D') will be notified about the outcome of the process.
  - **5.7.** The Proposals must be submitted electronically **no later than Friday**, **June 9**<sup>th</sup>, **2023**, **15:00**, **Athens time.** Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected and shall not be evaluated.
  - **5.8.** The Fund reserves fully the right to enter into discussions and negotiations with the Preferred Bidder to improve its financial offer, prior to the final award of the Process. The award of the Process is subject to the conclusion of a written contract or engagement letter (the **"Contract"**).

- **5.9.** HRADF reserves the right, at its exclusive discretion and acting in good faith, to award the Process to the Substitute Preferred Bidder in case the Preferred Bidder fails, within a reasonable period of time to agree with HRADF the terms and conditions of the Contract. In such a case, and for the avoidance of doubt para 5.8 of this Request for Proposals shall apply.
- **5.10.** The Contract shall include, at least, the following terms:

#### i. Liability

Except in cases of force majeure, the Valuer shall compensate HRADF for any damage sustained by it as a result of the implementation of the Contract or because the assignment was not implemented in full compliance with the Contract.

The Valuer shall be liable for any fault, whether by intent or negligence of any kind, in connection with or arising out of the Contract or any addition or variation thereto. Any limitation of liability agreed under the Contract shall be subject to the governing law.

The Valuer does not acquire towards HRADF's 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 Contract.

In case of a consortium, all members of the consortium, shall be jointly and severally liable under the Contract.

#### ii. Conflict of Interest

The Valuer shall take all necessary measures to prevent and abstain (itself and any member of its team) from any situation where the impartial and objective implementation of the Contract is compromised for any reason and especially for reasons involving economic interest, political or national affinity, family or emotional life or any other shared interest with HRADF, or any third party related to the subject matter of the Contract.

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

# iii. Confidentiality

The Valuer 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 Contract and which are explicitly indicated in writing as confidential, with the exception of information that is publicly available.

The Valuer shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract, unless otherwise agreed with the other party in writing.

The Valuer shall be (itself and any member of its team) bound by the confidentiality obligations hereby during the implementation of the Contract and for a period of five (5) years starting from the final payment made, unless:

- (i) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (ii) the confidential information or documents become public through other means than a breach of the confidentiality obligations;
- (iii) the disclosure of the confidential information or documents is required by law.

# iv. Pre-existing rights and ownership and use of the Reports and Deliverables (including intellectual and industrial property rights)

# (i) Ownership of the Reports

Unless stipulated otherwise in the Contract, ownership of the results of the Contract (including but not limited to Reports and/or other Deliverables) including industrial and intellectual property rights, and of other documents relating to it, shall be vested in HRADF.

### (ii) Pre-existing rights

Pre-existing material is any materials, document, technology or know-how which exists prior to the Valuer using it for the production of a result in the implementation of the Contract. Pre-existing right is any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the beneficiary or any other third parties.

If HRADF sends to the Valuer a written request specifying which of the results (including but not limited to Reports and/or other Deliverables) it intends to use, the Valuer must establish a list specifying all pre-existing rights included in those results and provide this list to HRADF. The Valuer shall ensure that it or its affiliated entities have all the rights to use any pre-existing rights during the assignment and the implementation of the Contract.

# (iii) Rights of use of the results and of pre-existing rights by HRADF

The Valuer grants to HRADF the following rights to use the results of the Contract (including, but not limited to Reports and/or other Deliverables):

- (a) for its own purposes, and in particular, to make available to any and all members of any corporate body, officer, employees, advisors and agents of HRADF, HCAP, HR and/or any competent EU authority, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorize direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorize any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorize any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to HRADF, including digitalization or converting the format for preservation or new use purposes.

Additional rights of use for the HRADF may be provided for in the Contract.

The Valuer shall warrant that HRADF has the right to use any pre-existing rights, which have been included in the results of the action. Unless specified otherwise in the Contract, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results (including but not limited to Reports and/or other Deliverables) of the assignment.

Information about the copyright owner shall be inserted when the result of the assignment (including but not limited to Reports and/or other Deliverables) is divulged by HRADF.

# v. Payment

HRADF shall pay all fees and expenses to the Valuer within a period to be specified in the Contract following the date of submission of detailed invoices and or copies of appropriate corresponding evidence and/or any other document required by the accounting services of

HRADF in accordance with applicable law. All payments under the Contract are exclusive of VAT, except for the expenses. Any withholding or deduction of any tax, assessment or other central or local government charge of any nature shall be made in accordance with applicable law and HRADF will have no obligation to gross up any withholding or deduction. Expenses are payable according to HRADF's Policy on Advisor Expenses (Annex I), as applicable from time to time.

#### vi. Assignment

The Valuer may not assign and/or transfer any of its rights, claims and/or obligations under the Contract and may not be substituted in the performance of the Contract by any affiliate thereof or any third party.

#### vii. Suspension & Termination

#### Suspension of the Contract

HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to suspend the provision of the Valuer's services under the Contract (before its termination), upon prior written notice to the Valuer as will be specified in the Contract. In such case of suspension, the Contract will be extended for a time period equal to the time period of the suspension.

#### *Termination of the Contract.*

The Contract shall terminate upon expiry of the duration specified in the Contract (and in this Request for Proposals).

HRADF reserves the right to terminate the Contract with or without cause upon written notice to the Valuer with immediate effect.

The Valuer may terminate the Contract only with cause upon prior written notice to HRADF as will be specified in the Contract.

# viii. Governing law

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

# ix. Jurisdiction

The courts of Athens, Greece shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from, under or in connection with the Contract.

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.

#### x. Miscellaneous

#### Whole Agreement

Unless otherwise explicitly provided in the Contract, the Contract shall constitute the entire agreement between HRADF and the Valuer and shall supersede any and all prior agreements, understandings and/or representations with respect to the engagement, except for any other confidentiality agreements previously delivered, as they may be modified or supplemented by provisions of the Contract.

#### Validity of Contract terms

If any provision of the Contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Contract. In any event, the enforceability of the remainder of the Contract will not be affected, unless such deletion substantially affects or alters the contractual basis of the Contract as provided by the governing law.

#### 6. Process Terms & Conditions

- **6.1.** The Request for Proposals and the Process, are governed by, and construed in accordance with, the laws of the HR, taking also into consideration the prevailing market's levels, the practice of HRADF and its internal policy, including terms and conditions customary in the circumstances.
- 6.2. HRADF and/or any of its advisers, and/or agents, and/or employees, and/or officers is not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from this Request for Proposals. No person acquires against HRADF and its officers, agents and/or employees, and/or HCAP and/or their advisers any right or claim for compensation, or indemnification, or other, for any reason or cause related to this Request for Proposals and/or the Proposal and/or the participation in the Process. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this Request for Proposals and the Process in general.
- **6.3.** The Fund reserves the right, according to the Regulation, to extend and/or amend the engagement with the Valuer in order to include complementary services which may be required and cannot be identified today, but which shall prove to be inseparable from the original engagement or which may be absolutely necessary for the completion of the transaction.
- **6.4.** HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the process, without incurring any liability whatsoever as against any participant and/or any third party.
- 6.5. The submission of a Proposal constitutes full and unconditional acceptance of the terms and conditions of this Request for Proposals and the Process, recognizes the legitimacy and unreservedly and fully accepts the terms and conditions of the Request for Proposals and the Process and acknowledges that it is fully apprised of local conditions, and the regulations and contractual and organizational framework within which the Fund operates and of the requirements contained in the Request for Proposals and the Process. Any failure to comply with the terms of the Request for Proposals and the Process or any failure to provide the necessary information may be deemed by HRADF, at its discretion, as sufficient ground for rejecting a proposal. Any conditional offers 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 HRADF in any way whatsoever, either in the course of the Process or thereafter.

- **6.6.** Any dispute arising under, or out of, or in connection with, the present Request for Proposals including the Proposals submitted shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.
- **6.7.** Confidentiality- Data Protection: The Fund shall treat all information submitted by the Interested Parties during the Process as strictly confidential. All information shall be used strictly for the purposes of the Proposals' evaluation and the Fund shall endeavor to take all necessary measures to ensure their confidentiality.
- **6.8.** The Fund acts as data controller regarding personal data of individuals which are collected in the context of the Process (indicatively as per Qualification Criteria of Section 4 in this Request for Proposals) and the processing of said data is to be conducted pursuant to the legislation regarding the protection of personal data, especially the 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.
- **6.9.** The purpose of processing is the implementation of the Process, the evaluation of Proposals submitted by Interested Parties and their monitoring, the safeguarding of the Fund's rights and the security and protection of transactions in general, the fulfillment of the Fund's legal obligations, the prevention of fraud against the Fund, as well as informing Interested Parties with regard to the evaluation of their submitted Proposals.
- **6.10.** Said personal data may be shared with HCAP, public entities and judicial authorities within their competence.
- **6.11.** The personal data collected and processed in the context of the Process may be retained for a period starting from the date of their receipt and lasting: (a) for 10 years in case no engagement letter is concluded (b) for 20 years in case an Engagement Letter is signed. After the expiration of the above periods the personal data will be properly destroyed.
- 6.12. Pursuant to the General Data Protection Regulation, natural persons have the following rights regarding the processing of their personal data: (a) access and information, (b) correction, (c) deletion, (d) limitation of processing, (f) opposition to the processing of their personal data, including opposition to automated decision making and profiling, and (g) data portability. For the enforcement of said rights or any other related enquiry, persons concerned may address the Fund in writing (e-mail: dpo@hraf.gr). The Fund shall take every possible measure to satisfy data subject's requests within a reasonable time and not later than one (1) month at most, which may be extended by 2 more months at most if the request is complex or there is a large number of requests, informing the data subject of such delay within one (1) month from receipt of the request. The Fund has the right to deny the request for erasure of any natural person's data, if their retention is necessary for compliance with a legal obligation, for the performance of a task carried out in the public interest, for archiving purposes in the public interest, or for the establishment, exercise or defense of legal claims or third-party claims. The enforcement of said rights does not relieve Interested Parties from their obligations deriving from their participation in the Process.
- **6.13.** All Interested Parties shall comply with the existing national and European legal and regulatory framework with respect to the protection of personal data and shall take all necessary technical and organizational measures to ensure that the requirements

of the General Data Protection Regulation are met. More specifically, the Interested Parties declare that they have established the legal basis for the transfer and provision of all personal data provided to the Fund in the context of the Process and that they have properly informed all natural persons, whose personal data are being provided to the Fund, in accordance with the requirements of the national and EU legislation on personal data protection.

#### **ANNEX I**

# **SOLEMN DECLARATION**

(Article 8 of Law 1599/1986)

The accuracy of the information contained in this solemn statement may be verified by comparing it with other authorities' records (article 8 (4) of Law 1599/1986);

TO <sup>(1)</sup> :	HELLENIC	ELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.							
First Name:				Sur	name:				
Father's Full N	lame:								
Mother's Full I	Name:								
Date of Birth <sup>(2)</sup>	):								
Place of Birth	:								
Identity Card No:					Tel.:				
Place of Residence:			Street :				No:		Pos tco de:
Fax No.:					Email A	ddress:			

At my own personal responsibility as legal representative of the interested company ......./ as member of the project team and being aware of the sanctions <sup>(3)</sup> of the provisions of article 22(6) of Law 1599/1986, I hereby declare that:

The interested company is acting independently, does not have any conflict of interest with respect to the Process and the services described in Section 2 - Scope of Work as specified in the ... Request for Proposals for an independent valuer for the Property of Thermal Spring and Camping Koniavitis, is not involved with any investors intending to participate in the Tender for the Property, and that the absence of any conflict of interest must be in effect throughout the term of the Engagement./

I myself am acting independently, I do not have any conflict of interest with respect to the Process and the services described in Section 2 - Scope of Work, as specified in the ... Request for Proposals for an independent valuer for the Property of Thermal Spring and Camping Koniavitis, I am not involved with any investors intending to participate in the Tender for the Property, and that the absence of any conflict of interest must be in effect throughout the term of the Engagement.

	(4)
Date:	20
The Deck	arant

(Signature)

- (1) The interested citizen fills in the Authority or Service of the public sector to which the application is addressed.
- (2) To be written in full.
- (3) "Whosoever knowingly declares false information or refuses or does not disclose what they know to be true in a written solemn declaration of Article 8 shall be punished with imprisonment of no less than three months. If the individual responsible for these acts intended to obtain a financial gain for themselves or others, harming a third party or intended to harm another person, he shall be punished with imprisonment of up to 10 years.:
- (4) In case of lack of space, this declaration shall continue on the back side and it shall be signed by the declarant.