

Request for Proposals (“RFP”)

**For the “Strategic Advisory Services for the Central Markets and Fisheries Sector”
for the Hellenic Corporation of Assets and Participations and selected companies in
the Hellenic Corporation of Assets and Participations (“Growthfund”) Portfolio**

Date 19/12/2025

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DEFINITIONS / LIST OF ABBREVIATIONS

Directive 2014/24	Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement;
Advisor	The Interested Party that is to be selected by Growthfund on the basis of the present RFP
Framework Contract or Contract	Contract for the provision of the services to be provided to Growthfund/ Growthfund portfolio companies (and more particularly OKAA and KATH), that is to be entered between Growthfund and the Advisor;
Growthfund Company/ secondary authority	Portfolio benefitting/ contracting A company included in the portfolio of the Hellenic Corporation of Assets and Participations S.A. (Growthfund) and covered by the scope of the present RFP, i.e. OKAA and KATH;
Interested Party	A company or consortium of companies submitting a Proposal for the conclusion of the Contract, in the context of this RFP;
Lead Member	In case of a consortium, the Advisor duly authorized by the other Advisors forming the Contract Advisor's consortium to sign the Contract;
Proposal	Proposal for the conclusion of the Contract for the provision of the services in the scope of the present RFP;
RFP	Request for Proposal;
Tender Process	The tender process for the conclusion of the Contract for the provision of the respective services.

1. CONTRACTING AUTHORITY – OBJECTIVES AND SUBJECT

1.1 Contracting Authority

This Request for Proposals (“RFP”) is launched and managed by the Hellenic Corporation of Assets and Participations S.A. (“Growthfund”). Growthfund has its registered office at 3-5 Palaion Patron Germanou street, Athens, Attica Region, NUTS code EL 303.

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

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

Registered seat of Growthfund and details for communications/access to information	Palaion Patron Germanou 3-5, 10561, Athens, Greece NUTS Code EL 303 Tel: 0030 210 0106900 Web: www.growthfund.gr Additional information may be requested to the following email address: info@growthfund.gr
Questions in respect of the Request for Proposals process	The Interested Parties can submit their questions in writing to Growthfund, until 10 days prior to the RFP close date. The questions should be submitted to the following email address: info@growthfund.gr and answers to the questions will be provided to the parties electronically.

1.2 Benefitting Contracting Authorities

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

1. Central Market and Fisheries Organisation – CMFO or OKAA (<https://www.okaa.gr/>)
2. Central Market of Thessaloniki – CMT or KATH (<https://www.kath.gr/el>)

Growthfund shall conclude and sign the framework Contract. Growthfund as well as OKAA and KATH, will conclude, sign and invoice the part of the Service Contract relating to business needs to be provided to each of them, through the relevant Individual Contracts.

The Individual Services Contract will be concluded between Growthfund in relation to the services

requested for Growthfund or the relevant Growthfund portfolio company (i.e. OKAA and KATH) and the Advisor by reference to the provisions of the Framework Agreement. Upon signing the Individual Services Contract, the Contractor shall present to Growthfund in relation to its own Individual Contract or Growthfund portfolio company, a letter of guarantee for the proper execution of the Individual Contract pertaining to the Framework Contract, amounting to 10% of the estimated value of the Individual Contract.

1.3 Key Objectives of the Contract

In recent years, Central Markets have faced increasing challenges in the areas of strategic development, operational organization, and infrastructure management. Existing structures and available human resources are insufficient to fully meet emerging needs, while developments in the regulatory, economic, and technological environment require reinforcement through specialized expertise.

Within the approved 2025–2027 Strategic Plan of the Growthfund (Hellenic Corporation of Assets and Participations – HCAP), and specifically under Strategic Pillar A: “Active Asset Management”, aimed at achieving the strategic objective of transforming subsidiaries, several strategic initiatives have been defined. These include:

- (A1) Identifying the true potential of the subsidiaries and aligning their priorities with the Growthfund’s Strategic Plan, and
- (A2) Accelerating their Transformation Plans.

The procurement of these specific consulting services is deemed essential to support HCAP and its specific subsidiaries in strategic planning, performance improvement, and the achievement of sustainable and efficient growth objectives.

The overall benefits for the establishment of a group contract the Growthfund and the specific group of companies (central markets) include:

- i. The collaboration of Growthfund (HCAP), OKAA and KATH, will allow to develop a clear roadmap for making key strategic decisions regarding the future development of the markets, followed by the formulation of a comprehensive Sector Strategy aligned with the overall strategic direction of the Growthfund.
- ii. The definition of Growthfund’s strategic guidance for the food market companies that operate in Greece that will allow for the business growth and service improvement for its portfolio companies;
- iii. Maximization of economies of scale by joint examination of the project for the Strategic Development of both the Central Markets and Fisheries Organization (OKAA) and the Thessaloniki Central Market (KATH).
- iv. The clarification and substantiation of ways to address critical strategic decisions, such as infrastructure capacity building requirements and synergies, ensuring that these are made on a sound technical and economic basis.
- v. The definition of a new operational model for the markets designed to foster sectoral growth, address the specific needs of each company within its geographic area of influence and infrastructure scope, to ensure that strategic and operational synergies are maximized.
- vi. Acceleration of the companies’ business transformation, through the design of their strategic business plans that will allow for the transformation of the subsidiaries and transition towards an improved business and operating model.

1.4 Subject of the RFP

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

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

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

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

- i. A contract notice was submitted to the Official Journal of the EU on the 18/12/2025 and it has been published on the 19/12/2025 (Notice number in the OJ 2025/S 245-849519).
- ii. A publication on Growthfund’s website.

The present procedure falls under the following CPV code:

- 79400000-8 Business and management consultancy and related services

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

Every Interested Party, including consortium/joint ventures, submits one Proposal for all requested services mentioned below.

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

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

2. SCOPE OF WORK

Following Growthfund’s Strategic Plan 2025-27 priorities, Growthfund portfolio companies are implementing their strategy plans in order to optimise performance and achieve the growth objectives in a sustainable and efficient manner.

Especially for the case of the two Central market subsidiaries, Growthfund has undertaken the initiative to align in a group procurement process the necessary services required to develop the sectoral strategic guidance and transformation initiatives that will allow OKAA and KATH to improve growth, operations and service delivery, utilising economies of scale

In particular this group procurement aims to:

- Ensure the availability of accurate, well-documented, and objective data to support decision-making.

- Support the development of strategic solutions that will enhance the functionality, efficiency, and sustainability of the companies, while maximizing potential operational synergies.
- Enable the optimal utilization of infrastructure, strengthen financial performance, and ensure adaptation to modern market requirements.

The scope of the project is to deliver a comprehensive strategic study for the markets - specifically for OKAA (Central Markets and Fisheries Organization) and KATH (Thessaloniki Central Market)/

The objective of the project is to develop a comprehensive strategic study for the market entities, specifically for OKAA and KATH, with the **purpose** of:

- Mapping and assessing the current situation of the organizations.
- Developing and evaluating alternative scenarios for critical strategic topics (e.g., leveraging synergies, options for infrastructure upgrades).
- Analyzing market trends, identifying benchmarks from comparable organizations, and documenting best practices from other companies, drawing insights from the strategic trajectories of peer entities.
- Defining the strategic direction ("North Star") for each organization.
- Designing the target future state and identifying the key adjustments required in the business and organizational model to transition effectively toward that state.
- Estimating the potential future financial outcomes of the new strategic plan.
- Developing a realistic and actionable implementation roadmap to support execution.

Project Implementation Framework

The project will be executed in distinct phases (with a clear timeline and milestones as described in the Duration section), as follows:

Phase A - Assessment of Current Situation and Market Mapping

- Documentation of the current status (infrastructure, capacity, condition, usage).
- Identification of existing critical challenges ("non-negotiables") requiring immediate resolution, e.g., spatial constraints, cold chain management, storage logistics, quality assurance, maintenance needs, etc.
- Mapping of the sector and markets, highlighting key business challenges and identifying relevant international best practices.

Phase B - Development and Evaluation of Strategic Scenarios

- Development of alternative strategic scenarios to maximize operational synergies between OKAA and KATH, including:
- Exploration of a potential for collaboration or organizational/operational merger, definition of key synergies, and identification of synergies that could emerge regardless of merger.
- Restructuring of the overall business model, including definition of requirements and specifications to achieve strategic growth.
- Development of infrastructure upgrade scenarios, including relocation, reconstruction, or modernization:
- Assessment of operational interventions in existing facilities and identification of relocation

needs or opportunities.

- Analysis of intervention options aligned with the new strategic plan (e.g., full relocation and reconstruction, building redevelopment, modernization).
- Matching scenarios for each property or property category based on evaluation criteria.
- Evaluation of scenarios and feasibility assessment.

Phase C - Strategic Planning per Company

- Definition of the strategic vision and directions for OKAA and KATH.
- Design of their future role as national hubs in food, logistics, and transportation, including evaluation of opportunities to utilize available land and facilities for expansion.
- Identification of potential operational implications and prerequisites for successful strategy implementation (e.g., organizational structure, key processes, technology, and workforce) and summary of required operating model adjustments.
- Analysis of market trends, benchmarks, and best practices from similar organizations.
- Development of a business and high-level operating model to support strategy execution, including:
- Definition of value proposition ("what we offer to the market") - e.g., leasing, warehousing, certification/quality assurance, logistics services.
- Definition of pricing model principles (charging factors, key pricing parameters for further development).
- Identification of potential strategic partnerships with private sector entities (e.g., transport companies) that could act as strategic allies if needed.
- Development of a financial model and investment attraction options:
- Creation of a high-level financial model reflecting the new strategic plan.
- Analysis of opportunities for commercial exploitation (full or partial) and private investment participation options.

Phase D - Implementation Planning

- Development of a detailed implementation plan, defining priorities and major milestones.
- Alignment of the implementation plan with the final Strategic Plans of OKAA and KATH.

Project Deliverables

D1a: Evaluation of alternative scenarios for maximizing operational synergies between OKAA & KATH

D1b: Evaluation of alternative scenarios for infrastructure development and upgrade (relocation, reconstruction, modernization)

D2: Strategic Plan & Implementation Roadmap for OKAA

D3: Strategic Plan & Implementation Roadmap for KATH

2.1 Governance

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

A **Steering Committee** will be established, composed of representatives from the two Growthfund portfolio companies (i.e. OKAA and KATH) and the Growthfund. The Committee will be responsible for coordinating the project, evaluating the results and quality of the Contractor's deliverables and recommending their acceptance or rejection of each deliverable. The representatives from the Contractor, will also participate in the Steering Committee meetings.

For the successful delivery of Contractor services, the Growthfund and the two Growthfund portfolio company will commit to provide a **Single Contact Point** on behalf of each company for the scope of the Contract.

Growthfund will appoint a Group Project Manager to coordinate the portfolio companies.

Each party will be responsible for the management of the Individual Contract and acceptance of deliverables referring to their company as well as the payment procedures upon their acceptance. The selected consultant shall not have authority to intervene in the company decisions.

Access of the selected consultant to each company's information, data, establishments shall take place subject to confidentiality terms to be agreed with each company.

2.2 Place of performance

The Services will be provided by the Contractor in Greece.

2.3 Languages of delivery

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

3. DURATION, BUDGET & GUARANTEES

3.1 Duration

The project will be implemented in distinct phases, following a clear timeline with the following key milestones:

The project will be implemented in distinct stages, with the following key milestones:

A. One (1) month after the Individual Contract signing:

Presentation of summary findings from **Stage A – Current State Assessment and Market Mapping**.

B. One (1) month after the Individual Contract signing:

Presentation of documented **strategic scenarios** and **feasibility assessments** for the topics included in **Stage B – Development and Evaluation of Scenarios**.

- Decision Milestone B1: Decision on the strategic topics covered in Section B.
- Finalization of Deliverables D1a and D1b:

- D1a: Evaluation of alternative scenarios for maximizing operational synergies between OKAA & KATH.
- D1b: Evaluation of alternative scenarios for infrastructure development and upgrade (relocation, reconstruction, modernization).

C. One (1) month after completion of Stage B:

- Submission of a report with the results of **Stage C – Strategic Planning per Company**.
- Decision Milestone C1: Finalization of the strategic direction for each company.

D. One (1) month after completion of Stage C:

- Submission of a report with the results of **Stage D – Development of Implementation Plan per Company**.
- Finalization of Deliverables D2 and D3:
 - D2: Strategic Plan & Implementation Roadmap for OKAA
 - D3: Strategic Plan & Implementation Roadmap for KATH

The above timeline may be adjusted as necessary based on requirements and findings that may arise during the execution of the individual stages.

The total duration for the completion of the project shall be three (3) months (the “Term”). Growthfund reserves its right to adjust the duration of the Contract and extend same for additional duration (“the Extension Period”), unilaterally and at its sole discretion, without altering the project’s physical or financial scope. The duration of each Phase of the Contract or the Individual Contract may also be adjusted unilaterally on the part of Growthfund or its portfolio company, depending on the project progress and as needed based on findings from the various phases. In all cases the agreed fee shall remain the same.

In addition, with a justified decision of Growthfund, the duration of the Contract can also be extended unilaterally on the part of 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 or individual contract expires, without a request on the part of the Contractor for extension being submitted in time, or if the extended duration, according to the above, expires, without the assigned deliverables being submitted, the Contractor is declared disqualified.

3.2 Budget

The maximum available budget for the provision of the Services, for the Term and the Extension Period, if any is **€350,000** excluding VAT (the “Budget”).

	Company	Deliverables	Budget allocation
1	Growthfund	Deliverables D1a & D1b	30%
2	CMFO - OKAA	Deliverable D2	35%
3	CMT - KATH	Deliverable D3	35%

The Budget includes both fees and expenses to be paid to the Contractor by Growthfund and its selected subsidiaries in relation to the Services requested for Growthfund and each Growthfund portfolio

company.

It is noted that there is no commitment on the part of Growthfund or its portfolio companies in relation to the exact quantities of services to be ordered. The actual volumes shall depend on the quantities which Growthfund and Growthfund portfolio companies shall order through the corresponding individual services contracts.

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

3.3 Guarantees

3.3.1 Individual Contract Performance Guarantee

The signing of the Individual Contract in execution of the Framework Contract requires the provision of a performance guarantee, the amount of which amounts to 10% of the estimated value of the Individual Contract, and which shall be submitted until the signing of the Individual Contract.

The performance guarantee covers the application of all the terms of the Contract/ Individual Contract and any claim of Growthfund or the Growthfund portfolio company against the Contractor in its entirety and without discrimination, with the express reservation of Growthfund or the Growthfund portfolio company to pursue any additional claim.

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

The letter of guarantee of the present Article of the RfP shall be formulated in accordance with ANNEX I V: Template of letter of guarantee herein;

4. GROUNDS OF EXCLUSION AND SELECTION CRITERIA

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

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

4.1 Grounds of Exclusion

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

exclusion situation will be rejected.

The objective of the exclusion criteria is to assess whether:

- i. an Interested Party (or a member of its administrative, management or supervisory body or a person that has powers of representation, decision or control therein) falls under the exclusion situations included in Article 57 (1) of the Directive 2014/24, i.e. whether that Interested Party has been the subject of a conviction by final judgment for one of the following reasons:
 - a. participation in a criminal organization, as defined in Article 2 of Council 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 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 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 Decision;
 - e. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council
 - f. child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- ii. an Interested Party is in breach of its obligations relating to the payment of taxes or social security contributions. This exclusion ground shall no longer apply when the Interested Party has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines. Further, the Interested Parties must abide with the obligations arising from environmental, social security and labour law, as provided by Directive 2014/24 (article 18 para. 2).
- iii. an Interested Party is bankrupt or the subject of insolvency or winding up proceedings, its assets are being administered by liquidator or by the court, is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure under national laws and regulations.
- iv. an Interested Party is guilty of grave professional misconduct which renders its integrity questionable.

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

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

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

Economic entities, that in any way fall under the prohibitions of Regulation (EU) 2022/576 for the

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

4.2 Selection Criteria

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

4.2.1 *Economic and Financial Standing*

The Interested Parties are required to demonstrate at least an average annual turnover of €700.000 for the last three (3) financial years, for which accounts have been closed and final figures are available.

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

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

4.2.2 *Suitability to perform the professional activity*

All Interested Parties must prove that they are registered to pursue their professional activity under applicable law, depending on the country of their establishment. The relevant section of the ESPD must be completed in this regard.

4.2.3 *Technical and professional capacity*

4.2.3.1 *Relevant experience*

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

Relevant experience of at least €700.000 worth of related work in Greece or internationally of provisioning expert services and project delivery in the food / agribusiness industry within the last three years, indicatively:

- Food / agribusiness strategy and transformation
- Agribusiness and/ or aquaculture strategy preferable at national level
- Target operating model design for food agribusiness entities

- Experience in assessing relevant sector companies for investment funds
- Experience in working with organisations similar to Growthfund (i.e. sovereign wealth funds)

For the relevant assignments, the Interested Parties must provide a project catalogue briefly describe the scope, budget, the project commencement date and the date of successful completion of the project and the recipient, public or private.

For the documentation of the aforementioned project catalogue, the following template should be used:

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

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

4.2.3.2 Core Team

Interested Parties shall prove that they have a key experts/ core-team comprising of:

One project leader and One project manager with at least fifteen (15) years of proven experience as senior executive, in international advisory services in strategy and operating model design. At least the project manager should be proficient in the Greek and English languages.

International Experts with equivalent profiles as needed to successfully deliver the Assignment. The Experts are expected to, as appropriate, form a significant part of the prospective Advisor's proposed team to deliver the Assignment, and to demonstrate expertise in the industry with a focus on best practices.

Other team members that will support the project execution with relevant experience in projects with similar characteristics and complexity.

The Proposals shall include:

- Organisation of the team and project governance scheme that will allow for the prompt execution and the quality of the project
- Detailed CVs of core team members. Each CV shall indicate the intended position and include information on educational qualifications, expertise and experience, level of written and spoken language skills and any other relevant information that may be necessary to demonstrate each of those experts' compliance with the criteria herein.

The Project Leader, Project Manager and Experts who will undertake the provision of required Services shall remain the same during the Contract's duration. It is noted that if any of these becomes unavailable during the Contract term, the Advisor shall provide to Growthfund/ the concerned portfolio companies adequate justification for such unavailability and shall propose replacement with equal or better qualifications and experience than the originally proposed members that became unavailable.

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

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

In order to fulfil the selection criteria, an Interested Party may also rely on the capacities of other entities,

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

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

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

4.2.5 Subcontracting

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

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

Changes concerning subcontractors identified in the Proposal (withdrawal/replacement of a subcontractor, additional subcontracting) after the submission deadline 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.

4.3 Means of proof concerning selection criteria

4.3.1 Grounds of Exclusion

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

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

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

In addition, as evidence of non-exclusion the successful tenderer shall provide the documents of article 11 of this RfP.

4.3.2 Documentation concerning the Selection Criteria

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

sections.

4.3.2.1 Suitability to perform the professional activity

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

In addition, the successful tenderer shall provide the documents of article 11 of this RfP.

4.3.2.2 Technical and professional capacity

The Interested Parties shall provide a table demonstrating a list of companies/organizations handled by the Interested Party under a similar scope of work as requested in section 4.2.3.1.

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

Furthermore, the Interested Parties shall provide all the information regarding the core team, as requested in Section 4.2.3.2

4.3.2.3 Economic and Financial Standing

The Interested Parties shall provide the following means of proof:

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

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

4.3.2.4 Reliance on the capacities of other entities – Subcontracting

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

Interested Parties are required to indicate the part of the 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.

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

5. CONTENT AND SUBMISSION OF PROPOSALS

5.1 Deadline for the submission of Proposals – Submission Process

The Proposals must be submitted by no later than **Tuesday 27/01/2026, 17:00, Greece time**. Proposals submitted for any reason after the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt for any reason, the Proposal shall not be evaluated.

Requests for the provision of clarifications in relation to the terms and conditions of the RFP may be submitted to Growthfund via the tender email mentioned in the present paragraph, i.e. info@growthfund.gr no later than **17/01/2026, 17:00, Greece time**, thus ten (10) days prior to the deadline for the receipt of the Proposals. Growthfund will answer them at the latest six (6) days before tender submission date and the answers along with the questions will be posted on Growthfund's site (without revealing the Interested Party who asked the specific question). Growthfund shall extend the time limits for the receipt of the Proposals so that all Interested Parties may be aware of all the information needed to produce Proposals in the cases foreseen in par. 3 of Article 47 of Directive 2014/24.

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

Interested Parties should submit their Proposals with the indication **“Strategic Advisory Services for the Central Markets and Fisheries Sector”**, exclusively via electronic mail (email) to the electronic mail address: info@growthfund.gr. The Proposal of each Interested Party should comprise of all the below requested dossiers, along with any other document proving the experience and specialization of the Interested Parties in the relevant services.

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

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

Please note that the maximum size of each email should not exceed 30 MB.

5.2 Content of the Proposals

The Proposals shall be submitted in English or in Greek and shall be valid for a period of six (6) months. Validity of offers shall be extended beyond the six-month period following a relevant request of the Growthfund. The proposals to be submitted by the Interested Parties are required to include the following dossiers:

i. Dossier A' (Grounds of Exclusion and Selection Criteria)

The ESPD document(s) to be submitted by the Interested Parties, demonstrating lack of exclusion grounds, as well as the Interested Parties' fulfilment of the selection criteria as per the provisions of sections 4.1 and 4.2 above.

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

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

ii. Dossier B' (Technical Proposal)

Dossier B' shall comprise the Technical Proposal.

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

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

iii. Dossier C' (Financial Proposal)

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

iv. Dossier D' (Conflict of interest)

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

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

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

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

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

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

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

5.3 Clarifications / Access to Proposal dossiers

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

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

6. EVALUATION AND AWARD

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

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

6.1 Evaluation of the Technical Proposal

The Technical Proposal of each Interested Party will be evaluated based on the table under 6.3.1.

6.2 Evaluation of the Financial Proposal

The Financial Proposal shall be:

- i. Expressed in Euro (€). Interested Parties from countries outside the euro zone must quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the Interested Party to bear the risks or the benefits deriving from any variation. Additionally, all amounts shall be free of all duties, taxes, and other charges, i.e., also free of VAT. Charges to third parties shall be borne by the Interested Party and shall not in any case increase the fee.
- ii. Unconditional and without any reservations and it cannot lead to the Budget stated in section 3 of this RFP being exceeded.

- iii. Interested Parties are to use the Financial Proposal Template included in Annex III herein.
- iv. Price revision is not applicable.

6.3 Award criteria and ranking of Interested Parties

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

6.3.1 Technical award criteria

Technical Evaluation Criteria	Weight / criteria
1. Understanding of the context, scope, and objectives of the project. Assessment of the Bidder's understanding of the business environment and market in which the HCAP subsidiaries operate, as well as the comprehension of the scope and objectives of the Contract. Evaluation will consider how well the Proposal aligns with the project's priorities and strategic goals.	15%
2. Technical Proposal & Methodology: 2.1. Methodology – Design and Implementation: Evaluation of the proposed implementation approach (concept and methodology), including the clarity, structure, and relevance of the methodology to the project's needs.	50% (30%)
2.2. Project Implementation Timeline: Evaluation of the completeness, feasibility, and realism of the proposed timeline	(20%)
3. Project Team 3.1. Project Team Organization: Roles, skills, and structure to ensure timely execution and quality assurance. Assessment of coordination mechanisms with HCAP and its subsidiaries, as well as communication with other stakeholders for optimal delivery.	35% (15%)
3.2. Relevant Experience of the Core Team: Evaluation of the experience of the management team and experts in providing similar services, and the added value they bring to the project.	(20%)
Total Score	100%

The result of the technical evaluation is the sum of the points obtained based on the evaluation of each criterion multiplied by corresponding weights.

Proposals not reaching the minimum quality thresholds will not be further evaluated. Their Financial Proposals will therefore not be considered for determining the most economically advantageous Proposal.

6.3.2 Financial award criteria

The financial offers will receive score based on the total price offer.

6.3.3 Ranking of proposals

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

$Li = 80 \cdot (Bi/Bmax) + 20 \cdot (Kmin/Ki)$
--

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

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

6.3.4 Award of the Contract

One (1) Advisor achieving the highest final score (**Li**) will be selected for the conclusion of the Contract, substantially in the form and content included in Annex III. The selected Party shall be notified in writing by Growthfund to execute the Contract.

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

7. TERMINATION

Without prejudice to the grounds for termination provided for in the Contract, Growthfund may terminate, without any obligation for compensation for Growthfund, the Framework Contract or the Individual Contract concluded by Growthfund and any of its portfolio companies may terminate the Individual Contract without any obligation for compensation for Growthfund or its Portfolio Companies, 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 Advisor 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 Advisor in view of a serious infringement of

the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

- d. There is any reason in relation to article 44 of Law 4972/2022.

In case of such a termination (cases b, c abovementioned), the performance guarantee is forfeited.

8. REASONS FOR REJECTING OFFERS

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

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

9. PROCEDURE – EVALUATION OF THE OFFERS

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

The date and place of opening of the Proposals shall be determined following decision of the competent Growthfund body and as provided by Growthfund's Procurement Regulation.

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

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

Growthfund is entitled to request a better financial offer from the Contractor.

10. TERMS AND CONDITIONS

The Advisor will be selected in accordance with article 44 of Law 4972/2022, the Directive 2014/24/EU and Growthfund's Procurement Regulation. The assessment shall take into consideration the criteria as set above. Growthfund may require any clarification, addition or adjustment of the submitted documentation as deemed necessary.

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

The participation in the present Tender Process entails the full and unconditional acceptance of the rules of this RFP by the Interested Parties. As a result, any conditional offers and/or any terms and conditions contained in the Proposals, which are not in compliance with this RFP, shall not be taken into consideration and shall not bind Growthfund in any way whatsoever, either in the course of the present Tender Process or thereafter.

By submitting a Proposal, an Interested Party commits to perform the 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 labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24.

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

Growthfund reserves the right, in accordance with the applicable Procurement Regulation and the

applicable Greek and EU law, to extend and/or amend the engagement with the Advisor 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 and respectively to the limits set by such article, following prior agreement of the companies involved.

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

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

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

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.

11. SUCCESSFUL TENDERER'S SUPPORTING DOCUMENTS

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

More specifically the documentation needed is the following:

- Extract(s) of criminal record or other equivalent document(s) / certificate(s) issued within the last thirty (30) days by the competent judicial or administrative authorities in the country of origin / establishment of the Contractor, verifying that the Contractor has not been convicted by a final judgment of conviction for any of the offences below:
 - Participation in a criminal organisation, as defined in Article 2 of Council Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).
 - Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Decision 2003/568/JHA of 22 July 2003

on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as corruption as defined in the national law, i.e. as defined in any of the articles 159A, 236, 237 (2) to (4), 237A (2) and 396 (2) of the Greek Criminal Code.

- Fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities (OJ C 316, 27.11.1995, p. 48).
- Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 respectively of Council Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164 of 22.6.2002, p. 3), or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 thereof.
- Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and the Council of 26 October 2005 on the prevention of the use of the financial system for money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).
- Child labour and other forms of human trafficking, as defined by Article 2 of Directive 2011/36/EC of the European Parliament and the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).
- The above documentation shall also be provided in respect of the members of the administrative, management or supervisory body of the Contractor or having powers of representation, decision or control therein.
- Certificate(s) valid and in force from the competent authorities of the Contractor's country of origin / establishment that the Contractor is not in breach of its obligations relating to the payment of taxes (i.e., a tax clearance certificate).
- Certificate(s) valid and in force from the competent social insurance organisation(s) of the Contractor's country of origin / establishment that the Contractor is not in breach of its obligations relating to its social insurance contributions (i.e., an insurance clearance certificate).
- Certificate for judicial solvency.

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

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

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

If for the performance of the present award procedure powers have been granted to a person other than those mentioned in the above documents, an additional decision is presented - minutes of the

competent statutory body of the legal entity with which the relevant powers were granted. In the case of natural persons, if powers have been granted to third parties, the authorization of the economic operator shall be produced.

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

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

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

12. DATA PROTECTION

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

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

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

13. SIGNING OF THE CONTRACT

After the Evaluation Committee evaluates the successful tenderer's supporting documents, and on condition that he fully complies with the terms of this RFP, Growthfund invites the selected Advisor

to sign the Contract.

14. ANNEXES

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

ANNEX I - EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

uploaded at GROWTHFUND'S WEBSITE

ANNEX II - FINANCIAL OFFER TEMPLATE

Pricing Form	
Growthfund SA	
Name of the Interested Party:	
Key deliverable	Proposed Fee (EUR)
Deliverable ...	
Deliverable ...	
Deliverable ...	
Deliverable ...	
Total fee	0.00
Total fee in words	XXXX
Name of interested party	
Date	
Signature & stamp	

ANNEX III: BASIC TERMS OF THE CONTRACT

AGREEMENT

BETWEEN

GROWTHFUND AND

[*]

For the “Strategic Advisory Services for the Central Markets and Fisheries Sector”

The present Agreement for the provision of services (the “**Contract**” or the “**Agreement**”) is concluded on [date] 2025, between:

1. The Hellenic Corporation of Assets and Participations S.A., a *société anonyme* incorporated in Athens under the registered number 140358160000, having its registered office at Palaion Patron Germanou 3-5 street, Athens, Attica Region, as duly represented for the purposes of signing this Agreement by [forename, surname, function, department of authorising officer] (hereinafter the “HCAP” or the “GROWTHFUND”) on the one hand; and
2. The incorporated in Athens under the registered number having its registered office atstreet, Athens, Attica Region, as duly represented for the purposes of signing this Agreement by [forename, surname, function, department of authorising officer] (hereinafter the “**Advisor**”), on the other hand;

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

BACKGROUND:

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

WHEREAS, by way of the Request for Proposal dated [*] (the “**RFP**”), GROWTHFUND has sought to engage experienced and reputable company for the provision of services for the strategic planning and

transformation of operating model of the Growthfund portfolio companies that operate in the Central Markets and Fisheries Sector in Greece (the “**Advisor**”),

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

NOW, THEREFORE, the Parties hereto agree as follows:

1) DEFINITIONS

Advisor / Contractor	A natural person or legal entity providing the requested services by the RfP ;
Assignment	The services to be provided by the Advisor as per the scope and terms defined in the respective Individual Contract;
Commencement Date	[*];
Confidential Information or Document	Any non-public, proprietary information concerning GROWTHFUND/ Growthfund portfolio companies indicatively contained in: (i) written documents delivered or made available to the Advisor marked as confidential or similarly, as “restricted” or “highly restricted”; or (ii) electronic data delivered or made available to the Advisor which indicate that the data are confidential; or (iii) written documents or electronic data delivered or made available to the Advisor where GROWTHFUND/ Growthfund portfolio companies advised the Advisor that their content is confidential;
Conflict of interest	A situation where the impartial and objective implementation of the Agreement by the Advisor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other direct or indirect personal interest related to the Agreement (hereinafter Agreement or Contract or Framework Agreement/ Contract);
Deliverables	The reports, memoranda, documentation and other printed or digital materials, soft copies, excel models, data, software artifacts, accounts, graphics, guidance, and any other type of information and deliverable prepared by the Advisor in connection with this Agreement, as specified per each phase of the Assignment;
Directive 2014/24	Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement;
Force majeure	Any unforeseeable, exceptional situation or event beyond

the control of the Parties that prevents either of them from fulfilling any of their obligations under the Agreement;

Formal Notification	Form of communication between the Parties made in writing by mail or email, which provides the sender with compelling evidence that the message was delivered to the specified recipient;
Advisor	The Advisor and/or consortium of Advisors which has been engaged for the provision of services;
Good Industry Practice	Means in relation to any undertaking and any circumstances, the exercise of all due skill, care, prudence and foresight which would be expected in those circumstances from recognised industry leading service provider providing services identified or similar to the Services;
HCAP/ GROWTHFUND	Hellenic Corporation of Assets and Participations S.A.;
Intellectual Property Rights	Means indicatively patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, rights to goodwill, rights in designs, computer software, database rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights;
Personnel	Persons employed directly or indirectly or contracted by the Advisor to implement the Agreement;
Pre-existing material	Any material, document, technology or know-how which exists prior to the Advisor using it for the provision of the Services in the context of the implementation of this Agreement;
RFP	Request for Proposal, dated [*] for the conclusion of the present Agreement for the provision of services;
Services	Means the services that are to be provided, including without limitation the tasks to be performed and the deliverables to be provided by the Advisor as specified in the Contract;
Term	Means the period between the commencement date and the termination date;

2) INTERPRETATION

2.1. The Schedules attached to this Agreement form an integral part of this Agreement and shall have

the same force and effect as if set out in the main body of the Agreement.

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

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

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

3) SCOPE OF THE AGREEMENT

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

3.2. In particular, the Advisor is hereby obliged to provide its services, including without limitation the tasks to be performed and the deliverables to be provided by the Advisor to GROWTHFUND and Growthfund portfolio companies, as specified in the Contract.

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

3.4. The Advisor shall:

- a. deliver the Services in accordance with the timeline and the specifications, defined in the Contract; and
- b. shall at all times ensure the diligent, due and proper execution of the Services by its Personnel. The Advisor shall use up-to-date, relevant professional techniques and standards in order to carry out the Services with the care, skill and diligence required in accordance with the Good Industry Practice, all applicable laws, enactments, orders, regulations, standards and other statutory instruments and all applicable terms and conditions of this Agreement.

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

4) APPOINTMENT OF THE ADVISOR

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

Growthfund as well as OKAA and KATH, will conclude, sign and invoice the part of the Service Contract relating to business needs to be provided to each of them, through the relevant Individual Contracts.

The Individual Services Contract will be concluded between Growthfund in relation to the services requested for Growthfund or the Growthfund portfolio company (i.e. OKAA and KATH) and the Advisor by reference to the provisions of the respective Framework Agreement. Upon signing the Individual Services Contract, the Contractor shall present to Growthfund in relation to its own Individual Contract or Growthfund portfolio company, a letter of guarantee for the proper execution of the Individual Contract pertaining to the Framework Contract, amounting to 10% of the estimated value of the Individual Contract.

It is noted that there is no commitment on the part of Growthfund or its portfolio companies in relation to the exact quantities of services to be ordered. The actual volumes shall depend on the quantities which Growthfund and Growthfund portfolio companies shall order through the corresponding

individual services contracts.

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

5) TERM

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

5.2. The Contract is concluded for a period of three (3) months commencing from the Commencement Date, during which the Contractor must duly complete the project, in accordance with the provisions of the Individual Contract. GROWTHFUND or a portfolio company reserves the right to further extend the term of the Contract or the Individual Contract, unilaterally and at its sole discretion.

5.3. In addition, 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 on the part of 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 or individual contract expires, without a request for extension being submitted in time, or if the extended duration, according to the above, expires, without the assigned deliverables being submitted, the Contractor is declared disqualified.

5.4. In all cases of extension the agreed fee shall remain the same.

6) THE ADVISOR'S REPRESENTATIONS & WARRANTIES

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

6.2. The Advisor and the Personnel shall observe the highest standards of integrity and ethical conduct and shall act with honesty and propriety. The Advisor shall ensure that no circumstances arise during the Term, in which the activities of the Advisor or the Personnel under the Contract conflict or might conflict with the Advisor's interests or Personnel's personal interests or with any services which the Advisor or the Personnel may render to third parties. GROWTHFUND, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract, if in its judgment, such a Conflict of Interest has arisen.

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

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

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

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

6.7. The Advisor guarantees the disposal of the referred in his Proposal personnel, as well as of any business partners, who have the required experience, knowledge and capacity in order to fully meet the requirements of the Contract, and certifies that they will demonstrate a spirit of cooperation in their contacts with the executives of Growthfund/ Growthfund portfolio companies or the persons designated by it from time to time. Otherwise, Growthfund may request the replacement of a member of the Advisor's project team, in which case the Advisor must make a replacement with another Key Expert, of similar experience and qualifications.

6.8. The Key Experts who will undertake the provision of required Services shall remain the same during the Contract's duration. It is noted that if any of these Key Experts becomes unavailable during the Contract term, the Advisor shall provide to Growthfund/the concerned portfolio companies adequate justification for such unavailability and shall propose replacement Key Expert(s) with equal or better qualifications and experience than the originally proposed Key Expert(s) that became unavailable.

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

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

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

7) FEES, EXPENSES & PAYMENTS

7.1. The maximum amount covering the provision of all Services within the total duration of the engagement, including its potential extension, is [*] excluding VAT (the **"Budget"**). The Budget includes all the fees and expenses to be paid to the Advisor in relation to the provision of its Services. All prices shall be expressed in Euro. Prices shall be fixed and not subject to revision. All costs and expenses incurred by the Advisor during the engagement shall be included in the above fee/ Budget.

7.2. The beneficiaries (Growthfund, OKAA and KATH) will **jointly allocate resources** to cover the agreed fee payable to the Advisor under the Contract, according to the proportions of the total agreed remuneration: **Growthfund: 30%, OKAA: 35%, and KATH: 35%**, as per the provisions of the relevant Individual Contracts.

7.3. Invoices will reflect the progress of the project, provided that the respective services have been duly performed and the related deliverables properly submitted and accepted. Payments may be disbursed only after the acceptance of each deliverable.

7.4. The Contractor shall issue **separate invoices** to each of the Parties — HCAP, OKAA, and KATH — for the respective amount corresponding to each, based on the agreed allocation, based on the provisions of the Individual Contracts. The issuance of each invoice shall take place following the due execution of the relevant services and the acceptance of the corresponding final deliverables.

7.5. Each Party shall **settle its respective payment** within **sixty (60) days** from the date of receipt of the relevant invoice and supporting documentation, as required by applicable legislation and/or as may be requested by each respective entity (HCAP, OKAA, KATH).

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

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

8) RECEIPT OF DELIVERABLES

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

In any case, the project will be implemented in distinct phases, following a clear timeline with the following key milestones:

A. One month after individual contract signing:

- Presentation of a summary of findings from Phase A — *Assessment of the current situation and market mapping*.

B. One month after individual contract signing:

- Presentation of documented strategic scenarios and feasibility assessments related to Phase B — *Development and evaluation of scenarios*.
- Decision Milestone B1: Decision on the strategic topics covered in Section B.
- Finalization of Deliverables D1a and D1b.

C. One month after completion of Section B:

- Submission of a report summarizing the outcomes of Phase C — *Strategic Planning per Company*.
- Decision Milestone C1: Finalization of the strategic direction for each company.

D. One month after completion of Section C:

- Submission of a report summarizing the outcomes of Phase D — *Development of the implementation plan per company*.

- Finalization of Deliverables D2 and D3.

The duration of each Phase of the Contract/Individual Contract may be adjusted unilaterally on the part of Growthfund or its portfolio company, depending on the project progress and as needed based on findings from the various phases. In such case the agreed fee remains the same.

9) OWNERSHIP OF THE RESULTS – INTELLECTUAL PROPERTY RIGHTS

9.1. The Advisor acknowledges that all the Deliverables, in whatever medium or format, produced for use, or intended use, in relation to the performance of its obligations under the Contract, shall be the sole property of GROWTHFUND or Growthfund portfolio companies. Both GROWTHFUND and Growthfund portfolio companies shall be entitled to use the Deliverables at their discretion and further shall be entitled to share them with one another for indefinite period of time. The Advisor guarantees that the Deliverables are free from any rights of any third parties..

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

- a. for their own purposes, and in particular, to make available to any and all members of any corporate body, officers, employees, advisors and agents of same, GROWTHFUND's shareholder , as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- b. reproduction: the right to authorize direct or indirect, temporary or permanent reproduction of the Results by any means (mechanical, digital or other) and in any form, in whole or in part;
- c. communication to the public: the right to authorize any display performance or communication to the public, by wire or wireless means, including making the Results available to the public;
- d. distribution: the right to authorize any form of distribution of Results or copies of the Results to the public;
- e. adaptation: the right to modify the Results;
- f. translation;
- g. the right to store and archive the Results in line with the document management rules applicable to GROWTHFUND and/ or Growthfund portfolio companies, including digitalization or converting the format for preservation or new use purposes.

10) CONFLICT OF INTEREST

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

10.1. The Advisor shall take all the necessary measures to prevent and abstain 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 personal interest related to the Contract. The Advisor has the same obligation in connection with its Personnel and all subcontractors engaged in the implementation of the Contract.

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

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

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

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

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

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

10.8. 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 Contract immediately upon written notice to the Advisor.

11) CONFIDENTIALITY

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

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

11.3. The Advisor, 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 in writing the Advisor 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 Advisor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality obligations under the Contract.

12) DATA PROTECTION

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

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

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

13) ASSIGNMENT

13.1. The Advisor 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.

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

14) LIABILITY

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

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

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

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

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

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

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

15) TERMINATION

15.1. The Contract shall be terminated upon due completion of the assigned services.

15.2. Growthfund may terminate, without any obligation for compensation for Growthfund, the Contract or Individual Contract concluded by Growthfund, and any of its portfolio companies may terminate each Individual Contract, without any obligation for compensation for them, among others, where:

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

j. There is any reason in relation to article 44 of Law 4972/2022.

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

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

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

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

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

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

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

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

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

16) FORCE MAJEURE

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

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

16.3. 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. Where the Advisor is unable to perform its

contractual obligations owing to force majeure, it shall have the right to remuneration for the services actually provided.

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

17) AMENDMENTS

17.1. Any amendment to the Contract shall be subject of a written agreement concluded by the Parties. No oral agreement shall be binding on the Parties. The Advisor is committed to the unchangeability of its offer for any reason, based on its financial offer.

18) GOVERNING LAW

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

19) JURISDICTION

19.1. The courts of Athens, Greece, shall have exclusive jurisdiction in relation to any dispute, controversy or claim arising out of, or relating to this Contract 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.

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

20) SEVERABILITY

If any provision of this Contract 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 Contract shall not be affected, unless such deletion substantially affects or alters the contractual basis of the Contract, as per the provisions of the Governing Law.

21) NOTICES

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

FOR GROWTHFUND

[*]

FOR THE ADVISOR

[*]

**FOR CENTRAL MARKET AND FISHERIES
ORGANISATION****FOR CENTRAL MARKET OF THESSALONIKI**

[*]

[*]

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.

22) MISCELLANEOUS

22.1. 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.

22.2. No omission to exercise or delay in exercising on the part of any Party to this Contract any right, power or remedy provided by law or under this Contract shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. Any waiver of any right, power or remedy under this Contract must be in writing and may be given subject to any conditions thought fit by the grantor.

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

SIGNED by, for and on behalf of
Hellenic Corporation of Assets and
Participations SA

SIGNED by, for and on behalf of
the Advisor

Name:

Name:

Position:

Position:

ANNEX IV: TEMPLATE OF LETTERS OF GUARANTEE

Contract Performance Guarantee Template

Issuer: (Full Name)

Date of issue:

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

(Address of contracting authority)

Our letter of guarantee No for Euros

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

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

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

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

a) (full name) VAT number (address)

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

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

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

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

for the good performance of the Individual Contract in execution of the Framework Contract (title of the Agreement), according to the (number/date) Request for Proposals "For the Agreement for the "Strategic Advisory Services for the Central Markets and Fisheries Sector" of HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS S.A..

The above amount is held at your disposal and will be paid in whole or in part without any objection, or demurrer 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)