

Request for Proposal (RfP)
for the provision of services of an Implementation Advisor responsible for monitoring the
execution of the Integrated Development Plan of the Metropolitan Pole of
Ellinikon – Agios Kosmas during the Second Five-Year Funding Period

Athens, 23.12.2025

1. Introduction

- 1.1.** Pursuant to the provisions of Law 3986/2011, as amended and in force, the **Hellenic Republic Asset Development Fund SA** (hereinafter the “**HRADF**” or “**Fund**” or “**the Seller**”) operated as the competent body responsible for the execution of the development and privatization program of the private property of the Hellenic Republic, as well as of the assets of Legal Entities under Public Law or public enterprises, whose share capital belongs entirely, directly or indirectly, to the State or to a Legal Entity under Public Law.
- 1.2.** Following the Merger Agreement dated 23.12.2024 (Government Gazette B 7093/24.12.2024), which was registered in the General Commercial Register (G.E.M.I.) with Registration Code 5215680 on 31.12.2024, HRADF was merged through absorption by the “**Hellenic Corporation of Assets and Participations S.A.**” (“**HCAP**” or “**Growthfund**”) pursuant to articles 188A and 188B of Law 4389/2016, as added by articles 5 and 6 of Law 5131/2024 (Government Gazette A 128/02.08.2024), and the provisions of Law 4601/2019, as in force.
- 1.3.** Pursuant to article 5A of Law 3986/2011, as in force, former HRADF now Growthfund monitors the execution of the privatization agreements and contracts concluded by it according to the aforementioned law, through the **Contract Monitoring Unit** (hereinafter the “**CMU**” or “**Unit**”). The CMU provides all necessary support and assistance to the Growthfund and the **Hellenic Republic** (hereinafter the “**HR**” or the “**State**”), in order for both parties to exercise their rights and fulfill any and all obligations arising from the development contracts related to the privatization program.
- 1.4.** In fulfillment of the privatization of the company **Hellinikon S.A.** (hereinafter the “**Company**” or the “**Investment Body or Entity**”) and the consequent development of the properties of the former Hellinikon Airport and the Coastal Zone of Agios Kosmas that constitute the **Metropolitan Pole of Ellinikon-Agios Kosmas** (hereinafter the “**MPEAK**”), whose investment and spatial planning framework is governed in detail by Law 4062/2012 (Government Gazette A’ 70/30.03.2012), an international tender process was conducted by the former HRADF for the sale of the entire share capital of the Company that belonged to former HRADF. The outcome of the tender process led to the conclusion and signing between the former HRADF, the company with the name “**Hellinikon Global I S.A.**” (hereinafter the “**Buyer**”) and the company “**LAMDA Development S.A.**” (hereinafter the “**Preferred Investor**” or the “**Buyer’s Guarantor**”) of

the **Share Sale and Purchase Agreement** dated 14.11.2014 (hereinafter the “**SPA**”), the **Amendment to the SPA** dated 19.7.2016 (hereinafter the “**Amendment Agreement**”), as well as the **Supplement-Amendment of the SPA** dated 26.09.2023 (hereinafter the “**EAKN Amendment Agreement**” and jointly with the SPA and the Amendment Agreement the “**Agreement**”), the first two of which have been ratified by the Hellenic Parliament with the provisions of article 1 of **Law 4422/2016** (Government Gazette A’ 81/29.09.2016), and in which the Hellenic Republic participates as a third contracting party.

- 1.5. Following the execution of the provisions of the Agreement, including the completion of the conditions precedent stipulated therein, on 25.06.2021 the Private Agreement for the Transfer of Shares was signed between the former HRADF and the Buyer for the acquisition of 100% of the Company's share capital and the financial closing of the transaction took place. Thereafter, all the shares of the Company were transferred from the former HRADF to “**Hellinikon Global I S.A.**” with “**LAMDA Development S.A.**” acting as the Buyer’s Guarantor.
- 1.6. By virtue of the 19.05.2021 “Agreement for the Transfer of the Rights in Rem to the Company through contribution in kind against a share capital increase” (hereinafter the “**Conveyance Deed**”) concluded between the former HRADF and the Company and ratified by article 1 of **Law 4802/2021** (Government Gazette A '86 / 28.05.2021), the Company acquired the **right of full ownership** over the properties, including all kinds of buildings, installations, components, annexes, additions and their adjacent, the surface of which corresponds to 30% of the former Hellinikon Airport and to 30% of the surface of the Coastal Zone of Agios Kosmas of MPEAK (excluding the seashore and the beach), as well as the **surface rights** over the properties of the MPEAK, excluding the Common and Public Areas and Facilities (referred to as the “**Rights in Rem**”). Such Rights in Rem are defined and contemplated in detail in the 09.03.2021 “Partition and Surface Rights Establishment Deed of the Metropolitan Pole of Ellinikon - Agios Kosmas” signed amongst the Hellenic Republic and the former HRADF (hereinafter the “**Partition and Surface Rights Establishment Deed**”) and ratified by the provisions of article first of **Law 4787/2021** (Government Gazette A’ 44/26.03.2021). The Rights in Rem that the Company has today are depicted in the **Special Layout of the Conveyance Deed** published in the Government Gazette where the Conveyance Deed is also published.
- 1.7. For the implementation and development of the Buyer's Investment Plan over the MPEAK, an **Integrated Development Plan of the Metropolitan Pole of Ellinikon - Agios Kosmas** (hereinafter “**Integrated Development Plan**” or “**IDP**”) was created and drawn up in accordance with article 2 of Law 4062/2012 (Government Gazette A’ 70/30.03.2012), as in force. The IDP was approved on 28.02.2018 by means of a Presidential Decree (Government Gazette AAP 35/01.03.2018), and following its issuance and publication a series of Joint Ministerial Decisions (hereinafter “**JMD**”) referring to the spatial planning of the zones of IDP, as provided in article 3 of Law 4062/2012 as in force, were drafted and entered into force, as follows:

- 1.7.1. the JMD No. 74502EX2019EMB (Government Gazette B' 2792/04.07.2019) regarding the **"Approval of the General Planning and Spatial Layout of the Metropolitan Park for Green and Recreation of the Metropolitan Pole of Ellinikon - Agios Kosmas, and its environmental terms and conditions"**, and its amendment under No. 93298EX2019 (Government Gazette B' 3294/28.08.2019),
 - 1.7.2. the JMD No. 109171EX2019 (Government Gazette B' 3687/03.10.2019) regarding the **"Approval of Urban Planning Studies of the Urbanization Zones A-U1, A-U2, A-U3, A-U4, A-U5, A-U6 and CF-U1 of the Metropolitan Pole Ellinikon - Agios Kosmas and the environmental terms and conditions of the implementation of the Integrated Development Plan in relation to these areas,"**
 - 1.7.3. the JMD No. 93620EX2019 (Government Gazette B' 3347/29.08.2019) regarding the **"Approval of the Spatial Layout of the Development Zone A-D1 "Tourism-Leisure and Business Park neighborhood" of the Metropolitan Pole of Ellinikon - Agios Kosmas and its environmental terms and conditions,"**
 - 1.7.4. the JMD No. 96572EX2019 (Government Gazette B' 3405/05.09.2019) regarding the **"Approval of the Spatial Layout of Development Zones CF-D1 "Agios Kosmas Marina neighborhood" and CF-D2 "Agios Kosmas Aquarium neighborhood" of the Metropolitan Pole of Ellinikon - Agios Kosmas and their relevant environmental terms and conditions."**
- 1.8.** In the context of the above, and in particular on the basis of article 15 of the **SPA** which provides for the institution and the mechanism of the **Implementation Advisor, the Growthfund** is interested in hiring and cooperating with a domestic or a foreign company, or with an association or a consortium of domestic and/or foreign companies, specializing in the development of complex and large-scale development projects and/or in the provision of professional advisory services related to large-scale real estate and infrastructure projects (hereinafter the **"Implementation Advisor"** or the **"Advisor"**), which will be responsible for the second five-year funding period of the Investment Obligation, i.e. **25/06/2026–24/06/2031** ((hereinafter the **"Second Five-Year Funding Period"**), inter alia, for monitoring the execution and implementation of the Development Plan and Business Plan by the Company, certifying the implementation of the Integrated Development Plan and granting any consents for derogation and deviation from the Integrated Development Plan or the Business Plan of the Buyer, as well as for the provision of opinions, reports and other relevant consents or approvals that derive from the commitments of the Agreement, as possibly amended and shall be in effect during the Second Five-Year Funding Period (hereinafter included in the definition of the Agreement) (hereinafter the **"Project"**). The Advisor is required to be active in domestic and/or international markets and relevant industries, with proven specialization and experience in domestic and/or international urban transformation and regeneration projects of large-scale and is expected to provide its services (hereinafter the **"Services"**), according to Section 2 as follows below.
- 1.9.** In this context, an interested domestic or foreign company, or interested associations or consortia of domestic and/or foreign companies (hereinafter the **"Interested Parties"** or **"Candidates"**), are

invited to submit their proposal (hereinafter referred to as the **“Proposal”**), in accordance with the terms of this Request for Proposal (hereinafter referred to as the **“RfP”**).

- 1.10.** The award will be made according to the provisions of Article 8(4) of Law 3986/2011 and the Procurement and Assignment Rules and Procedures Regulation of HRADF (hereinafter the **“Procurement Regulation”**), as amended and codified by Ministerial Decision No 2/16128/0025 entitled “Amendment – Codification of the Regulation on the Terms and Procedures for Assignments and Procurements of the société anonyme under the name Hellenic Republic Asset Development Fund S.A.” (Government Gazette B’ 476/26.02.2014), which continues to apply to the award procedures of service contracts for the asset development of the properties of the absorbed HRADF (Article 33(10) of Law 5131/2024).

2. Scope of Services

Pursuant to the aforementioned article 15 of the SPA, which outlines for the role and responsibilities of the Advisor, the general scope of Services concerns and relates to the provision of monitoring and coordination services, the provision of specialized technical expertise and assistance, the provision of financial and legal opinion and advice, as well as the supervision and monitoring of all project-related timelines and milestones, from the start of the assignment until the completion of the Second Five-Year Funding Period of the Project (see article 9.8 of the SPA). The Advisor is required to prepare and deliver periodical reports and opinions regarding the development of the Project on a quarterly basis.

The above general scope of Services is described and specified as per the following subcategories of services required for the execution of the Project:

A. Provision of Technical services

The Advisor will assist with specialized experience and expertise on all complex technical issues related to the monitoring of the timely implementation and execution of the Integrated Development Plan and the Agreement during the Second Five-Year Funding Period, and will therefore be asked to provide a substantiated and justified opinion for any possible deviations and/or delays, following relevant communication exchanges and processes with all parties directly involved.

The technical services include, but are not limited to, the following:

- A.1.** Monitoring of the Investment Obligations of the Second Five-Year Funding Period and the execution of works and infrastructure that must be completed in relation to the effort for the implementation of 80% of such works in the first twelve years, according to the Amendment Agreement.
- A.2.** Monitoring of works and infrastructure of public interest of an estimated budget amounting to € 1,500,000,000 with priority to those that must be completed and implemented within the first seven years, according to the Amendment Agreement.
- A.3.** Monitoring and evaluation of the progress and execution of works and infrastructure during the Second Five-Year Funding Period in relation to the priorities, the phasing and the timeline

provided in the Buyer's Development Plan related to the IDP.

- A.4.** Technical review and assessment of any potential changes, amendments or/and delays of the Integrated Development Plan in relation to the Investment Obligations of the Buyer during the Second Five-Year Funding Period and to the phasing and timeline of the IDP's Development Plan.
- A.5.** Technical review, assessment and monitoring of the development of the sections of the Metropolitan Park during the Second Five-Year Funding Period.
- A.6.** Upon invitation of the Hellenic Republic and the consequent request by the Growthfund, provision of potential technical support and advice to the Hellenic Republic on the respective Technical Manuals of Operation, Specifications and Maintenance provided by the Company, which concern each area, project, infrastructure and/or equipment that shall be transferred by the Hellenic Republic to the competence of the Body vested with the management and operation of all spaces of common use within the MPEAK over the Second Five-Year Funding Period.
- A.7.** Technical review and examination of any potential requests by the Company that the Body vested with the management and operation of all areas of common use within the MPEAK does not maintain the agreed Public Service Obligation and in particular the specific level of services and the quality requirements for the maintenance of the common areas and facilities, as defined in article 11 of the SPA, and upon request provision of technical advice and opinion to ensure the appropriate level of the Payment for the provision of the Public Service Obligation to be received by the Company for the operation and management of the areas of common use, in case the Hellenic Republic fails to remedy the default of the Body responsible for the management of such areas, and fails also to appoint a new Manager within reasonable time.
- A.8.** Provision of any technical advice and assistance that may arise in connection to the legal and regulatory framework governing the development of the Project and the Integrated Development Plan, as those are adjusted and amended throughout the Second Five-Year Funding Period.
- A.9.** Preparation and submission of technical documents, clarifications, opinions, recommendations, and reports regarding the Project during its implementation, including proposals and solutions for the resolution of any potential issues that may arise.
- A.10.** Participation in meetings as well as working sessions with the Growthfund, the HR, and the Company, and also participation in meetings of other public authorities and bodies relating to the Project.
- A.11.** All or any other relevant technical support and advice concerning the Project.

B. Provision of Financial services

The Advisor will assist with specialized experience and expertise on all complex financial issues related to the monitoring of the timely implementation and execution of the Integrated Development Plan, the Agreement and the Business Plan of the Buyer during the Second Five-Year Period, and will thus

be asked to provide a substantiated and justified opinion for any possible deviations and/or delays, following relevant communication exchanges and relevant processes with all parties directly involved.

The financial services include, but are not limited to, the following:

- B.1.** Research and evaluation of the annual financial statements, as well as any other financial data, of the Company and of its subsidiaries. Indicatively, the Advisor will be able to collect and process data with emphasis, inter alia, on the turnover, the balance sheet and its assumptions, the fixed assets and the net worth of each subsidiary that may be established by the Investment Body for each project and sub-project.
- B.2.** Detailed financial monitoring of the implementation of the Integrated Development Plan by evaluating the elements included in the specific budgets and the single budget of the works performed under the Integrated Development Plan, as well as evaluation of the accounting principles applied in the financial execution of the Integrated Development Plan.
- B.3.** Financial review of any potential changes, amendments or/and delays of the Integrated Development Plan in relation to the Investment Obligations of the Buyer during the Second Five-Year Funding Period and to the phasing and timeline of the IDP's Development Plan.
- B.4.** Review and assessment of the execution of the Buyer's Business Plan and its assumptions and parameters regarding the construction costs, the operating costs and other expenses that appear in the Business Plan with a view to determine whether they are in conformity with the real financial situation of the Company and its subsidiaries.
- B.5.** Monitoring from a financial perspective of the Investment Obligations during the Second Five-Year Funding Period.
- B.6.** Financial review and assessment of any intra-group or any other corporate changes, restructurings or transformations between the Buyer's Guarantor and the Buyer and/or its Affiliate Companies, as well as review of any corporate transactions conducted between the subsidiaries that may be set up by the Company, as well as other companies that the Company will be part of with other investors, especially with regard to the obligation on the Earn-out Right (article 3.2. of the SPA).
- B.7.** Financial review and assessment on any potential transfer and sale of Shares from the Buyer to a Permitted Transferee or to third parties, as well as review on any potential transfer of rights in rem from the Company or its subsidiaries to third parties.
- B.8.** Provision of any financial advice and assistance that may arise in connection to the legal and regulatory framework governing the development of the Project and the Integrated Development Plan, as those are adjusted and amended throughout the Second Five-Year Funding Period.
- B.9.** Preparation and submission of financial clarifications, opinions, recommendations regarding the Project during its implementation, including proposals for the resolution of any issues that

may arise.

- B.10.** Participation in meetings and working sessions with the Growthfund, the HR, and the Company, and also participation in meetings of other public authorities or bodies relating to the Project.
- B.11.** All or any other relevant financial support and advice concerning the Project.

C. Provision of Legal services

The Advisor will assist with specialized experience and expertise on all complex legal issues related to the monitoring of the timely implementation and execution of the Integrated Development Plan and the Agreement during the Second Five-Year Period, and will thus be asked to provide a substantiated and justified opinion for any possible deviations and/or delays, following relevant communication exchanges and relevant processes with all parties directly involved.

The legal services include, but are not limited to, the following:

- C.1.** Participation and support, following the request of the Growthfund upon a relevant invitation from the Hellenic Republic, in possible discussions and negotiations for potential amendments to the Agreement, as well as any potential changes or modifications to other binding contractual documents concerning the Project, and provision of advice regarding the interpretation and resolution of legal issues referring to or arising from such contractual binding texts.
- C.2.** Legal evaluation and assessment of potential amendments, derogations and/or delays of the Integrated Development Plan, and review of any potential changes of the JMDs for spatial planning with a view to assessing the conformity and compatibility with the legislation in force.
- C.3.** Participation, upon invitation of the Hellenic Republic and the consequent request by the Growthfund, in possible discussions and negotiations and provision of legal advice and assistance for the agreement between the Company and the Hellenic Republic regarding the specific level of services and the quality specifications that will be incorporated in the Technical Manuals of Operation, Specifications and Maintenance, which concern every common space, project, infrastructure and/or equipment to be transferred by the Hellenic Republic to the competence of the Body vested with the management and operation of all areas of common use within the MPEAK over the Second Five-Year Funding Period.
- C.4.** Legal review of any possible intra-group corporate transactions between the Buyer and the Buyer's Guarantor, as well as review and evaluation of transactions and agreements between the Company's subsidiaries and the Buyer and its Affiliates in the context of the implementation of the Integrated Development Plan based on arm's length commercial market terms.

- C.5.** Monitoring legislative developments and provision of advice and opinion on the interpretation and application of the general and specific legal and regulatory framework on urban and spatial planning concerning the Integrated Development Plan.
- C.6.** Monitoring and provision of legal advice on the interpretation and application of existing environmental legislation and principles of sustainable development.
- C.7.** Preparation and submission of legal opinions, papers, and reports regarding the Project during its implementation, including proposals for the resolution of any legal issues that may arise.
- C.8.** Participation in meetings and working sessions with the Growthfund, the HR, and the Company, and also participation in meetings of other public authorities or bodies relating to the Project.
- C.9.** All and any other relevant legal support and advice concerning the Project.

Finally, according to article 15 of the SPA, the Advisor shall be entitled to obtain at its own expense independent professional and/or technical advice, as it may reasonably require carrying out its task.

3. Duration & Budget

- 3.1.** The duration of the engagement between the Implementation Advisor and the Growthfund will begin from the signing of the engagement and will expire on 24.07.2031, namely one month after the end of the tenth (10th) anniversary of the transfer of shares from the Seller to the Buyer, with the possibility of a unilateral extension by the Growthfund for another six months.
- 3.2.** The Growthfund reserves the right, according to the Procurement Regulation, to extend and/or amend the engagement with the Advisor in order to include complementary services, which may be required and cannot be identified today, but which shall prove to be inseparable from the original engagement, or which may be absolutely necessary for the completion of the assignment.
- 3.3.** The maximum available budget for the Services is **two million euros (€2,000,000)**, plus VAT.
- 3.4.** The maximum amount for the reimbursement of any Expenses of the Advisor during the provision of services is **two hundred thousand euros (€200,000)**. The Advisor accepts and shall have to comply with the attached terms regarding the reimbursement of the expenses to be incurred by them (Annex 1).
- 3.5.** The Advisor will be liable without any limitation in the event of intent and/or gross negligence, as well as in the legally provided cases of unlimited liability. In the event of slight negligence the Consultant shall be liable up to a maximum amount of ten million euros (€10,000,000). The Consultant shall be liable, in accordance with the law, for any damage caused to third parties as a consequence of the implementation of the engagement and/or during the assignment.
- 3.6.** The Advisor shall maintain, at its own expense, appropriate professional and civil liability insurance policies in force that will cover the following risks:

- € 10.000.000 for bodily injury
- € 10.000.000 for material damage and financial losses
- Professional Indemnity Insurance Policy (PIIP)) for a period of 5 years

The Advisor is required to submit to the Growthfund an insurance certificate covering the above risks.

3.7. The obligations and/or insurance coverage do not in any way limit the Advisor's liability based on the aforementioned.

4. Minimum Required Qualifications

The **Interested Parties** are required to have knowledge and experience:

- a. in the field of planning and development of complex development projects related to real estate and infrastructure of national, regional and/or local scale,
- b. in the field of coordination, supervision and monitoring on the implementation of complex development projects and large-scale infrastructure, and
- c. in the field of the existing Greek urban planning, spatial planning, environmental and investment legislation, as well as in the field of the existing legislation governing the spatial planning and development of the MPEAK and of real estate properties for which a special spatial development plan has been prepared and implemented.
- d. in complex commercial contracts, commercial and corporate law and capital market law.

Specialized experience in developing and following international practices and trends prevailing in the field of urban development in large cities will be taken seriously into account.

In particular, the Proposal must contain at least the following:

Dossier A' Part 1: Track Record & Experience

1. The Proposal will contain a list of all the projects in which the Interested Parties have participated in the last 10 years, with an adequate description of the tasks and services they have undertaken and completed. In case a Proposal is submitted by an association or consortium of domestic and/or foreign companies, each member of such association or consortium must indicate separately in Dossier A' Part 1 the projects related to this RfP, in which said member has participated in the last 10 years.
2. Interested Parties must have proven previous experience and know-how in the monitoring and the implementation of complex development projects and in the provision of specialized technical, financial, and legal advice and expertise. To this end, Candidates must have participated in complex **development projects and large-scale infrastructure projects** of a **minimum budget of four hundred million euros (€400,000,000) over the last three years**. The participation will concern **either** the provision of consulting services and the delivery/performance of specific advice and expertise, **or** the design, study, construction, implementation, and coordination of such complex projects. For this purpose, Candidates (either a domestic or foreign company or an association of domestic or foreign companies) must submit and include in their Proposal a complete list with a record of the aforementioned projects under implementation and/or implemented over the last three years.

3. In case the Candidates are an association or consortium of domestic and/or foreign companies, they should appoint a company from among its members as the **Head** that will lead **said association or consortium**. Such Head can be replaced with the prior approval of the Growthfund, with another Head of equal qualifications and experience amongst the members of such consortium or association. Furthermore, the **Head of an association or consortium of domestic and/or foreign companies** must have proven experience and participation over the last five years in complex **ongoing and/or implemented development projects and large-scale infrastructure projects with a minimum budget of €200,000,000** and for this purpose the Candidates should include in the Proposal a detailed list of such ongoing and/or implemented projects of the Head of an association or consortium with a sufficient description of the tasks and services it has undertaken. The participation will concern either the provision of consulting services and the delivery/performance of specific advice and expertise, or the design, study, construction, implementation, and coordination of such complex projects. The criterion of specialization in developing and following international practices and trends prevailing in the field of high-scale urban development projects in large cities shall be seriously considered and estimated for the Head of an association or consortium of domestic and/or foreign companies. Moreover, in case the Head of an association or consortium of domestic and/or foreign companies is a foreign company, such company must appoint one physical person as **Representative and Coordinator**, who will be present in Greece and will provide its services for the Project in an office within the Region of Attica.
4. Candidates must possess the required financial capacity and adequacy to be able to perform the services assigned to them. More specifically, in case the Candidate is a domestic or a foreign company, it must demonstrate a minimum **annual turnover of at least twenty-five million euros (€25,000,000) in the last three years**. In case the Candidate is an association or consortium of foreign and/or domestic companies, the **Head of this association or consortium** must demonstrate a minimum **annual turnover of at least twenty million euros (€20,000,000) in the last three years**. Furthermore, each member of such association or consortium must demonstrate a minimum **annual turnover of at least two million euros (€ 2,000,000) over the last three years**. For this purpose, the candidate domestic or foreign company, and in case of an association or consortium of foreign and/or domestic companies, the Head of said association or consortium and each member must include in their submitted Proposal the audited annual financial statements of the last three financial years (2022, 2023, 2024).
5. Candidates must also be registered and certified in the competent Registries or Associations or Chapters of domestic and/or international institutions and organizations of significant impact and scope.

Dossier A' Part 2: Project Team

1. Candidates are responsible for selecting a Project Team with the appropriate individual members to fulfill the Project's needs.
2. The proposed Candidates are required to provide and include the suggested composition of the Project Team and its structure, including the relevant specialized experience of each team member who will be involved in the project. In particular, the proposed Project Team should include one member who will be appointed as the **Head of the Project Team** (Team Leader). With the Growthfund's prior consent, the Head of the Project Team (Team Leader) may be replaced

throughout the Project duration, with an equally qualified and experienced member of the Project Team. More specifically, the **Head of the Project Team** (Team Leader) is required to have proven experience and participation in **complex development projects and in large-scale infrastructure under implementation and/or implemented over the course of the last three years, totaling a minimum budget of €75,000,000**. As such, Candidates should include in their Proposal a detailed list of the projects undertaken by the Head of the Project Team, with sufficient supporting description of the exact responsibilities and services. The participation will concern either the provision of consulting services and the delivery/performance of specific advice and expertise, or the design, study, construction, implementation, and coordination of such complex projects.

3. The Proposal should contain the CV/Resume for each and every team member and a list of all the projects they have been involved in order to prove their experience. This list needs also to clearly indicate the role and contribution of each team member to the respective project.

Dossier B': Methodology

1. Candidates are required to submit a brief description of their proposed methodological approach that they will apply in monitoring and performing their services. The Candidates are also required to showcase and underscore the critical issues, as well as how they intend to apply objective performance indicators with regards to the monitoring of the Project as well as the respective deliverables.
2. The methodology should elaborate on the development of all Project stages and phasing during the Second Five-Year Funding Period of the Project; hence it is required to have the capability to be adapted to the relevant needs as they arise and see fit. The method by which the progress and phasing of the Project will be monitored shall be on the basis of objective technical criteria, tools and indicators that will be included in the Proposal.

Dossier C': Financial Offer

1. The Financial Offer must include the proposed fees for the assigned services. In particular the maximum proposed budget must be accompanied by a specified analysis related to the subcategories of services and the duration of the Project, always in relation to monitoring the Integrated Development Plan and the Business Plan of the Buyer during the Second Five-Year Funding Period. The disbursement of the maximum proposed budget shall be allocated equally per year, with a maximum deviation of 5%.
2. The Financial Offer must be unconditional and without any reservations and must not exceed the maximum budgeted fee amount as provided in this RfP. Abnormally low Financial Offers, which do not match/justify or are not relevant or compatible with the Minimum Required Qualifications listed in Dossier A' with regards to Track Record & Experience and with regards to Project Team, will be excluded.
3. The Financial Offer should also include the maximum amount and a specified analysis of all types of expenses that are expected to arise for the purposes of the services, which will be covered in accordance with the attached terms (Annex 1). The Advisor shall be entitled to obtain at its own expense independent professional and/or technical advice, as it may reasonably require carrying out its task.

Interested domestic or foreign companies, each member of an Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team, must declare in writing that they are not in a conflict of interest situation regarding the services required to be provided to the Growthfund for the Project at the time of submission of the Proposal, as well as that they have no professional or economic relationship or that they do not provide services to third parties, and in particular to the Company and its subsidiaries, to the Buyer and its Affiliates and to the Buyer's Guarantor, such that may qualify or may constitute a conflict of interest for the parties involved. In case at the time of the submission of the Proposal there is an existing professional relationship or economic cooperation with the aforementioned entities, or in case in the future there is such a professional or economic relationship or assignment of services, after the conclusion of an engagement with the Growthfund, the Interested domestic or foreign companies, each member of the Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team, should declare in writing that the professional relationship and economic cooperation is not conflicting and does not create and shall not create or lead to a conflict of interest for any of the parties involved. Such absence of conflict of interest shall be in effect throughout the term of the engagement. The solemn declaration of the absence of the conflict of interest must be submitted in accordance with Annex 2 of this RfP. Interested domestic or foreign companies, each member of an Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team, must fully accept the **“Third Party Due Diligence Policy”**, which can be found at the following link: [Third Party Due Diligence Policy](#). The Growthfund may at any time request from the Interested domestic or foreign companies, each member of the Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team to submit details and documentary evidence on issues that are related to the absence of conflict of interest throughout the term of the engagement with the Growthfund. The requested solemn declarations must be included in Dossier A 'of the Proposal.

All the above minimum required qualifications must be met. Candidates who do not meet the minimum requirements of the previous Track Record and Experience and of the Project Team, as specified in particular in Dossier A', or who do not submit complete and fully compliant Dossiers according to the above requirements, will be excluded from the selection process. **Candidates and any of their affiliate persons may not participate in the Proposals of other Candidates under this RfP.**

5. Selection and Assignment Process

- 5.1.** The award will be made according to the provisions of the Procurement Regulation as defined under 1.10 above.
- 5.2.** Candidates will be assessed and evaluated based on all the above requirements referred to in article 4, as they are presented in the weighted table below. The assignment will be awarded to the Candidate with the highest score (**“Preferred Candidate”**). The Growthfund reserves the right to award the contract to the Candidate with the second highest score as substitute of the Preferred Candidate (**“Substitute Preferred Candidate”**) under the terms indicated in 5.9 below.

Dossier A'	60 %
Part 1 – Track Record & Experience	35 %
Part 2 – Project Team	25 %
Dossier B' – Methodology	15 %
Dossier C' – Financial Offer	25 %
Total	100 %

- 5.3.** The Growthfund may request additional information, clarification and/or documents from the Candidates in relation to their Proposals. Such communication will be conducted either orally or through in person meetings, or via written correspondence.
- 5.4.** Candidates must submit their Proposal in **English** or in **Greek** , consisting of Dossiers A', B' and C', along with the declaration confirming the absence of conflict of interest and all other relevant supporting documentation, which proves the required professional experience and expertise of the Candidates and the proposed Project Team, by uploading the files (maximum overall file size 15GB) to a secure electronic folder to be created by the Growthfund, upon request by the Interested Party and notification of the Interested Party's e-mail address to: tender@growthfund.gr (for the attention of Ms. Anna Giannoulaki) by no later than **48 hours prior to the deadline for the submission of Proposals**, in order for the instructions and passwords for uploading the tender material to be sent to the Interested Party.
- 5.5. Dossier C' which includes the Financial Offer, must be protected with a password. Otherwise, the Candidate will be automatically disqualified.** Following the evaluation of Dossiers A' and B' of the Proposal, the assessed Candidates who have (a) submitted complete files compatible with the minimum required qualifications (previous Track Record and Experience, Project Team and Methodology as described in this RfP) and b) have submitted accurate and complete declarations of non-conflict of interest in accordance to Annex 2 of the RfP, will be contacted via e-mail to send their Password, in order to evaluate the content of Dossier C' (Financial Offer). If Candidates do not respond in a timely manner to the invitation of the Growthfund to send their Password, they will be disqualified from the selection process. Candidates who fail to submit compliant Dossiers A' and B' of the Proposals and/or the declaration of non-conflict of interest as noted above, will be notified by the Growthfund via e-mail that they will not proceed with the evaluation of Dossier C' (Financial Offer). Following the evaluation of Dossier C' (Financial Offer) all Candidates invited to send their Password, will be informed via e-mail with regards to the outcome of the process.
- 5.6.** The Proposals must be submitted by no later than **Monday the 9th of March 2026, 16:00**, Athens time. Proposals submitted later than the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt, the Proposal shall not be evaluated.
- 5.7.** Candidates may seek clarification and/or ask questions to tender@growthfund.gr (for the attention of Ms. Anna Giannoulaki). To ensure uploading and/or receipt of any files and

supporting documents of the Proposals, a written confirmation is recommended and can be requested at the sole responsibility of the Candidates from tender@growthfund.gr (for the attention of Ms. Anna Giannoulaki).

- 5.8. The Growthfund reserves the right to request from the Preferred Candidate, with the highest score, the improvement of its Financial Offer, prior to the award of the assignment.
- 5.9. The assignment is completed with the signing of a written engagement between the Growthfund and the Preferred Candidate, following a prior written consent provided by the Company and a decision made by the Board of Directors of the Growthfund on the assignment.
- 5.10. In the event that the Growthfund and the Candidate with the highest score do not reach an agreement on the terms and conditions of the engagement within a reasonable time frame, the Growthfund reserves the right, at its exclusive discretion, to nominate the Candidate with the second highest score as a Substitute Preferred Candidate, to negotiate the terms and conditions of the engagement. In this case, the assignment is also subject to the signing of a written engagement.

6. Tender Terms & Conditions

- 6.1. The RfP, the selection process, and the Proposals to be submitted are and shall be governed by and construed exclusively in accordance with the laws of the Hellenic Republic, taking also into consideration the prevailing market's levels, the practice of the Growthfund and its internal policy, including terms and conditions customary in the circumstances.
- 6.2. The Growthfund or any of its advisers, or agents, or employees, or officers is not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this Request for Proposals. No person acquires against the Growthfund and its officers, agents, employees and officers, any right or claim for compensation, or indemnification, or other, for any reason or cause related to this Request for Proposals and/or the Proposal and/or the participation in the Process. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this Request for Proposals and the process in general.
- 6.3. All Candidates accept hereby the attached terms (Annex 1) regarding the reimbursement of the expenses to be incurred by them in case of award of this RfP.
- 6.4. The 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.
- 6.5. The submission of a Proposal constitutes full and unconditional acceptance of the terms and conditions of this Request for Proposals, recognizes the legitimacy, and unreservedly and fully accepts the terms and conditions of the Request for Proposals and acknowledges that it is fully apprised of local conditions, and the regulations and contractual and organizational framework

within which the Growthfund operates and of the requirements contained in the Request for Proposals. Any failure to comply with the terms of the Request for Proposals or any failure to provide the necessary information may be deemed by the Growthfund, at its discretion, as sufficient ground for rejecting a proposal.

- 6.6.** Any conditional offers and/or any terms and conditions contained in the Proposals, which are not in compliance with this Request for Proposals, shall not be taken into consideration and shall not bind the Growthfund in any way whatsoever.
- 6.7.** Any dispute arising under, or out of, or in connection with the present Request for Proposals, including the Proposals submitted shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.

7. Annexes

Annex 1 – EXPENSES' REIMBURSEMENT TERMS

1. Expense type and limits

The expenses covered by the Growthfund pertain to travel expenses for advisors that are away from home, in other words expenses which pertain exclusively to the development project in which they are involved, as described in the cases below:

A. Advisors based abroad:

I) Air travel to/from the advisor's home base, as well as domestic travel within Greece by air or a different means, when the advisor travels to Greece for the purposes of the project.

II) Air travel to/from the advisor's home base, as well as expenses for air travel or via a different means within the destination country, when the advisor carries out trips abroad for the purposes of the project.

B. Advisors based in Greece:

I) Domestic air travel or via a different means when travelling domestically for the purposes of the project.

II) International air travel with return when travelling abroad for the purposes of the project.

In the table which follows, the corresponding maximum limits are described.

TYPE OF PROVISION FOR EACH CASE	A.II AND B.I	A.II AND B.II
Air travel	Economy Class	Economy Class
Accommodation	€ 130	€ 180

In the event that the project requirements necessitate the use of a car, then kilometric compensation will be recognized, equal to €0.20 per kilometer, based on documentation.

2. Conditions for covering advisor expenses

- It must be clear from the third party invoices the advisors provide as documentation for coverage of their expenses, that these pertain to the specific development projects the latter are employed on.
- Travel expenses will be approved only if the corresponding documents have been issued in the name of the advisor team member or the company which is re-invoicing the expense to the Growthfund. Otherwise, they will not be covered by the Growthfund.
- Advisors are required to plan their trips in collaboration with the Project Manager in order to avoid charges for extraordinary travel.

3. Procedure for payment of expenses

The procedure for payment of advisor expenses on the part of the Growthfund includes the following steps:

- Provision of documentation, in other words photocopies of the invoices - expenses being re-invoiced, which must accompany the corresponding invoice.
- Solemn Declaration by the advisor's legal representative that the corresponding expenses have not been invoiced to another client/other project of the advisor, and

- Approval by the Project Manager who will ensure that the above limits have been respected, as well as the purpose of the related travel expenses, in other words how necessary these were for carrying out the advisors' project.

4. Exceeding of expense limits

The Growthfund will not cover costs that exceed the agreed limits. Exceeding of the limit shall not be covered by the Growthfund, without prior notification and approval by the Project Manager and the Executive Director or the CEO.

Annex 2 – SOLEMN DECLARATION

SOLEMN DECLARATION

(Article 8 Law 1599 / 1986)

The accuracy of the information submitted with this application can be verified based on the records of other authorities

To ⁽¹⁾ :	HELLENIC CORPORATION OF ASSETS AND PARTICIPATION S.A						
First name:				Last name:			
Father's First & Last name							
Mother's First & Last name							
Date of birth ⁽²⁾ :							
Place of birth:							
Identity card number:				Tel:			
Residence Location:			Street:			No:	Postal Code:
Fax:				Email			

In my own responsibility and under my capacity as **Legal Representative** of the Company under the trade name / **as Head** of the Association or Consortium of Companies under the trade names / **as Legal Representative** of the Company under the trade name **member** of the Association or Consortium of Companies under the tradenames / **as member of the Project Team** and knowing the sanctions (3) set in the provisions of paragraph 6 of Article 22 of Law 1599/1986, I hereby declare that:

The **Interested Company under the tradename** / **The Interested Association or Consortium of Companies under the trade names** / **The Company under the tradename member of the Interested Association or Consortium of Companies under the trade names** / **I personally a)** is not / **am not** in a conflict of interest situation regarding the services required to be provided for the Project, as specified in this Request for Proposals for the provision of services of an Implementation Advisor responsible for monitoring the execution of the Integrated Development Plan of the Metropolitan Pole of Ellinikon – Agios Kosmas for the Second Five-Year Funding Period, **and b) does not have / do not have** a professional or economic relationship **or does not provide / do not provide** services to third parties and in particular to the Company and its subsidiaries, to the Buyer and its Affiliates and to the Buyer's Guarantor, such which **constitute or create or lead, or may constitute or create or lead**, to a conflict of interest for all the above parties involved **at the time of submission of the Proposal**. I also declare that I have read, understood and fully accepted the **"Third Party Due Diligence Policy"** of the Growthfund, which is posted on the Growthfund website.

Such declaration for the absence of any professional or economic relationship, or for the absence of the provision of any potential services to third parties and in particular to the Company and its subsidiaries, to the Buyer and its Affiliates and to the Buyer's Guarantor, such that constitute or create or lead, or may constitute or create or lead, to a conflict of interest for all the above parties above regarding the services required to be provided for the Project, as well as the declaration regarding the Third Party Due Diligence Policy shall apply throughout the contractual relationship for the provision of the Services to the Growthfund.

(1) Filled in by the applicant, the citizen or Authority or Public Sector Service to which the application is addressed.

(2) Written in full.

(3) "Whoever knowingly declares false facts or denies or conceals the truth by a written solemn declaration of Article 8 shall be punished with imprisonment of at least three months. If the perpetrator of these acts intended to obtain pecuniary advantage harming others, or intended to harm others, is punished by imprisonment of up to 10 years.

(4) In case of insufficient space, the declaration continues on the back and is signed by the declarant.

Date:

The declarant:

.....

[Signature]

Annex 3 – POLICY FOR THE PROCESSING OF PERSONAL DATA

In the context of the submission and / or evaluation of a specific Proposal, Growthfund if required shall collect and process personal data, as data controller, which shall be submitted to Growthfund by you (such as personal data of legal representatives / staff of the Interested Party, etc.), as specified in the Request for Proposals.

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 and forms an integral part of this request <https://growthfund.gr/en/privacy-policy/>, in view of the above evaluation in the of the request for proposals, compliance of Growthfund with its legal obligations, lawful interests of Growthfund and/ or third parties (such as the protection of persons and goods) as well as in view of relevant communication with the Interested Parties.

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.