

Request for Proposals (“RFP”)

**For the “Provision of Software & Subscription Licenses and Support Services”
for the Hellenic Corporation of Assets and Participations and selected companies in
the Hellenic Corporation of Assets and Participations (“Growthfund”) Portfolio**

Date 04/03/2026

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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;
Assignment	The licences/services to be provided by the Contractor, as per the scope and terms defined in the respective Individual Contract;
Call-Off Notice	The notice delivered to the Contractor, which has been selected to undertake a specific Assignment, as further described in section 7 of the present RFP;
Contractor	The Interested Party which has been awarded the tender.
Agreement	Agreement, for the provision of the respective licences/services to be provided to Growthfund as well as to Growthfund portfolio companies, that is to be entered between Growthfund and the Contractor;
Growthfund Portfolio Company	A company included in the portfolio of the Hellenic Corporation of Assets and Participations S.A. (Growthfund) and covered by the scope of the present RFP;
Individual Contract	The contract concluded between Growthfund itself or a Growthfund portfolio company and the Contractor in relation to a specific Assignment under the Agreement;
Interested Party	A company or consortium of companies submitting a Proposal for the conclusion of the Agreement, in the context of this RFP;
Microsoft Enterprise Agreement	Commitment-based licensing agreement for commercial organizations to license Microsoft on-premises software and cloud services organization-wide, over a three-year period.
Proposal	Proposal, for the conclusion of an Agreement for the provision of the licenses/services;
RFP	Request for Proposal
Tender Process	The tender process for the conclusion of an Agreement for the provision of the licenses/ services as described in the RfP.

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 Palaion Patron Germanou 3-5, 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 as 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/accesses to information	3 -5 Palaion Patron Germanou, Athens, 10561, 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. AEDIK – Corinth Canal (<https://corinthcanal.com/>)
2. Alykes – Saltworks (<https://saltworks.gr/>)
3. DETH/HELEXPO (<https://helexpo.gr/>)
4. ETAD-HPPC, <https://hppc.gr/>
5. OSY (<https://www.osy.gr/>)

6. ELTA (<https://elta.gr/>)
7. Growthfund (<http://www.growthfund.gr/>)
8. GAIAOSE (<https://www.gaiaose.com/>)
9. OASA (Transport for Athens, <https://www.oasa.gr/en/>)
10. KATH (<https://www.kath.gr/el>)
11. STASY (<https://stasy.gr/en/>)
12. OKAA (<https://www.okaa.gr/>)

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

Growthfund shall conclude and sign the Agreement with the Contractor. Growthfund, in relation to the services that concern Growthfund, and each Growthfund portfolio company shall then sign the Individual Contract with the Contractor.

Upon signing the Individual 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 amount of 10% of the estimated value of the Individual Contract.

1.3 Key Objectives of the Agreement

Growthfund aims to establish a portfolio-wide agreement (“**Agreement**”) for the delivery of Microsoft product licenses, subscriptions and related services to its aforementioned portfolio companies by a suitable and experienced Contractor. Following the establishment of the Agreement, the licenses, subscriptions and services will be provided to each company through specific assignments, and specifically through individual contracts (the “**Individual Contract**”), one for each portfolio company and one for Growthfund, as per the provisions of Law 4972/2022.

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

- Lower cost of purchase and total cost of ownership (TCO-Total Cost of Ownership) through economy of scale benefits for procuring software/subscription licenses as a group, compared to individual procurements. The Agreement ensures the appropriate conditions to negotiate advantageous pricing, improve payment terms, and receive services of better quality and/or specialized services.
- Acceleration of procurement procedures and minimization of individual workloads by each company for procurement of Microsoft products and services.
- Consolidation of technological platforms used (using the latest software versions of each product to the extent possible) towards significant reduction in the total cost of acquisition and maintenance and an increase in productivity and interoperability as well as security, speed, reliability, and better management of IT resources.
- Uninterrupted access to new versions of software products. During the duration of the Agreement and the respective Individual Contracts, Growthfund as well as Growthfund portfolio companies will receive the licensed products included in the Agreement and their new versions. It is noted that these licenses, unlike other ways of supply such as OEM (Original Equipment Manufacturer), will continue to be available even with the replacement of equipment elements by the Growthfund portfolio companies, as needed.

- Simplified monitoring and management of software licenses across the portfolio companies, through centralized services by the Contractor, as well as flexible terms for mid-period adjustments for the Agreement duration. Fixed pricing in possible acquisition of additional licenses and services. Any possible new order that may arise during the Agreement's duration beyond the initial quantity, is subject to fixed prices during the term of the Agreement.

1.4 Subject of the RFP

The subject of the RFP is the delivery of software and subscription licenses (the “**Licenses**”) and 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 Licenses and Services is stated in Section 2 of this RFP and detailed in Annex I of the 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 the Agreement for the provision of the licences/services.

The Agreement will be concluded with one (1) Contractor. The Tender Process will be conducted in accordance with Growthfund's Procurement Regulation, Law 4972/2022 as well as the provisions included in the Directive 2014/24, as currently in force and general principles enshrined in the EU law. Growthfund has chosen to award the Agreement resulting from this RFP through an open procedure whereby any interested economic operator may submit a Proposal.

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

- i. A contract notice was submitted to the Official Journal of the EU on the 03/03/2026 and it has been published on the 04/03/2026 (Notice number in the 2026/S 044-152319).
- ii. A publication on Growthfund's website.

The present procedure falls under the following CPV codes:

- 48000000-8 Software package and information systems
- 72210000-0 Programming services of packaged software products

Proposals that will be submitted to Growthfund without being in line with the provided in the present 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 licenses and 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 three (3) months and that Growthfund shall have the right to call same in writing for the conclusion of the Agreement and the Contractor 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 concluding any agreement.

Growthfund reserves the right and at its sole discretion without being obliged to request improvement of financial offer/ financial offers, upon specific terms, provided that equal treatment of all parties is ensured and distortion of competition does not take place.

2. SCOPE OF WORK

A list of the types of licenses, to be provided by the Contractor through the Agreement, is presented briefly below (details are provided in Annex I):

- Software licenses for Microsoft Product Offerings (<https://www.microsoft.com/licensing/terms/productoffering/software>) that are eligible under the Microsoft Enterprise Agreement Program
- Subscriptions to online services from Microsoft Product Offerings (subscription licenses, <https://www.microsoft.com/licensing/terms/productoffering/onlineservices>) that are eligible under the Microsoft Enterprise Agreement Program
- Subscriptions to Microsoft Azure Cloud online services (<https://azure.microsoft.com/en-us/products/>)

The provision of licenses is on a yearly basis for the three-year duration of the Agreement, as specified in this RFP.

The Contractor undertakes the establishment and operations of the centralized infrastructure and processes to manage the licenses in scope of the Agreement as a whole, as well as the delivery of specialized support services to Growthfund and the Growthfund portfolio companies. A list of the support services to be delivered by the Contractor to Growthfund and the Growthfund portfolio companies is presented briefly below (details are provided in Annex I):

- Management services for the management and fulfilment of requests from Growthfund or Growthfund portfolio companies regarding licenses and products' allocation and deployment
- Migration services for the migration of existing licenses and solutions of Growthfund or the portfolio companies to the Agreement framework
- Technical support services for the installations, configurations, upgrades, migrations and problem management for all products and solutions included in Annex I
- Training services for the administration and use of the software products and online services in scope of the Agreement

The provision of support services is budgeted on a yearly basis, however, the budget for support services towards Growthfund or a portfolio company that is not utilized within a certain year of the Agreement's duration can be utilized in the following year(s) of the Agreement's duration.

Growthfund in relation to its own needs/relevant volumes and Growthfund portfolio companies will order the licenses and service volumes provided in Annexes I and VI. For the second and third year of the Agreement Growthfund and Growthfund portfolio companies commit to the licenses and service volumes provided in Annexes I and VI subject to the required adjustments of these volumes according to section 3.2 of the RFP regarding licenses and services and Annex I, Section 4 of this RFP regarding licenses.

More specifically, Growthfund and Growthfund portfolio companies reserve the right to reduce the licenses and service volumes in each yearly anniversary of the Contract up to 10%. In exceptional cases of mergers/demergers, acquisitions or significant restructuring of portfolio companies' reductions might extend beyond 10% and will be effective immediately. In case of reductions, Growthfund and the Contractor will proceed to appropriate amendment of the Agreement and affected Individual Contracts of affected portfolio companies to reflect the updated status of the required licenses and services.

Growthfund shall assume no responsibility of financial or other nature on the part of the companies of its portfolio for any reason or cause. The provisions of the present RFP supersede all other provisions included in other texts.

In case a portfolio company ceases for any reason to be subject to the provisions of article 44 of Law 4972/2022 applying to the present tender process, or to the present RFP, or in case its participation to the present tender process is canceled for any legal or other reason, Growthfund and/or its portfolio companies in all cases shall not bear any responsibility of financial or other nature towards the Contractor or any other party.

The Agreement and/or the Individual Contracts with the Contractor 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 concerning the framework of Law 4700/2020 or any other legal reason in relation to article 44 of Law 4972/2022.

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 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. Representatives from the Contractor will also participate in the Steering Committee meetings.

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

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

2.2 Place of performance

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

2.3 Languages of delivery

The language for the provision of the licenses and services will be Greek or English.

3. DURATION, BUDGET & GUARANTEES

3.1 Duration

The duration of the Agreement with regards to the provision of software/subscription licenses and services shall be three (3) years (the "Term"). All Individual Contracts will terminate at the termination date of the Agreement.

3.2 Budget

The maximum available budget for the provision of the Licenses/Services for the Term of the Agreement

per subsidiary is:

	Licenses	Services	Total
AEDIK	€ 67.298	€ 6.000	€ 73.298
ALYKES	€ 51.011	€ 6.000	€ 57.011
DETH	€ 224.460	€ 6.000	€ 230.460
ETAD	€ 769.159	€ 30.000	€ 799.159
OSY	€ 1.398.720	€ 60.000	€ 1.458.720
ELTA	€ 2.282.192	€ 45.000	€ 2.327.192
Growthfund	€ 684.069	€ 15.000	€ 699.069
GAIAOSE	€ 112.112	€ 9.000	€ 121.112
OASA	€ 565.661	€ 30.000	€ 595.661
KATH	€ 22.480	€ 0	€ 22.480
STASY	€ 1.516.472	€ 0	€ 1.516.472
OKAA	€ 158.232	€ 9.000	€ 167.232
Other subsidiaries	€ 80.000	€ 17.000	€ 97.000
	€ 7.931.866	€ 233.000	€ 8.164.866

all amounts excluding VAT (the “Budget”).

The Budget includes all fees and expenses to be paid to the Contractor by Growthfund in relation to the services/licenses requested by Growthfund and each Growthfund portfolio company as per the execution of the Individual contracts.

Growthfund/A Growthfund portfolio company through the Individual Contract reserves the right to request at any time during the Term the provision of additional Licenses/Services. Should the Growthfund/ Growthfund portfolio company exercise said option right, the Contractor shall be obliged to render the requested additional Licenses/Services within the context of and in accordance with the Agreement. The maximum total available budget for additional Licenses/Services accumulated for all the Individual Contracts shall not exceed the percentage of 50% for the Agreement, based on the unit prices of the financial proposal of the Contractor. The use of such right is not binding for Growthfund/ Growthfund portfolio companies and lies to their discretion. In case of activation of such right, the Contractor cannot amend its fee based on its financial proposal for any reason.

3.3 Guarantees

3.3.1 Individual Contract Performance Guarantee

The signing of the Individual Contract in execution of the Agreement 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 Contracts 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 Contractor’s request, after the quantitative and qualitative acceptance of the entire scope of the Contracts.

The letter of guarantee of the present Article of the RFP shall be formulated in accordance with Annex 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 Agreement. If any of the criteria listed below are not fulfilled, the relevant Interested Party will not be selected for further evaluation.

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

4.1 Grounds of Exclusion

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

The objective of the exclusion criteria is to assess whether:

- i. an Interested Party (or a member of its administrative, management or supervisory body or a person that has powers of representation, decision or control therein) falls under the exclusion situations included in Article 57 (1) of the Directive 2014/24, i.e. whether that Interested Party has been the subject of a conviction by final judgment for one of the following reasons:
 - a. participation in a criminal organization, as defined in Article 2 of Council 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. Also, in case a part of the contract amounting to more than 30% is assigned to a subcontractor, then the subcontractor signs also a separate ESPD.

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.

The present RFP follows the least cost selection method. The contract award criterion is the lowest cost, as provided in the Interested Parties' financial offer.

The Interested Party must fulfil the minimum levels of capacity, described in the paragraphs below. Proposals submitted by the Interested Parties not meeting the minimum levels of capacity will be rejected.

In case of equal financial proposals, the Contractor is selected by draw.

4.2.1 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.

4.2.2 Technical and professional capacity

Interested parties must be eligible of reselling Microsoft software license products under the Enterprise Agreement scheme.

Furthermore, Interested Parties must propose a core-team for the implementation of the Agreement comprising of at least the Key Experts presented in the table below. These Key Experts are expected to, as appropriate, form a significant part of the prospective Contractor's proposed team to deliver the Assignments, and to demonstrate expertise and experience as specified in the table below. It is noted that if any of the Key Experts becomes unavailable during the Agreement term, the Contractor shall provide 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 that became unavailable. The Proposal shall include a description of the profiles of the Key Experts, including their professional certifications from Microsoft, expertise, and experience as well as how exactly each such core team member contributes to project fulfillment. The same person cannot cover multiple Key Expert profiles.

Position	Number of Experts	Qualification requirements for Expert(s)
Project Management Expert		
Agreement Project Manager	1	<ul style="list-style-type: none"> Project Manager with at least 10 (ten) years of experience in project management of complex technical projects including on premise and cloud compute, storage and network solutions deployment. At least 3 (three) years of experience in project management of Microsoft Enterprise Agreement implementation and operations projects.
Microsoft Solutions Experts		
Microsoft 365 Expert	3	<ul style="list-style-type: none"> Experience of at least three 3 (three) years in projects of migration/implementation of services of the Microsoft 365 Enterprise suite and Office 365 suite. Microsoft 365 Certified: Administrator Expert
Microsoft Enterprise Mobility and Security Expert	2	<ul style="list-style-type: none"> Experience of at three 3 (three) years in projects of migration/implementation of services of the Microsoft Enterprise Mobility and Security suite. Microsoft Certified: Cybersecurity Architect Expert

Microsoft Azure Expert	2	<ul style="list-style-type: none"> • Experience of at three 3 (three) years in projects of migration/implementation of services in the Microsoft Azure cloud portfolio • Microsoft Certified: Azure Administrator Associate
Microsoft On premise solutions Expert	2	<ul style="list-style-type: none"> • Experience of at three 3 (three) years in projects of migration/implementation and operation of services in on-premise or hybrid Microsoft Server infrastructures. • Microsoft Certified: Windows Server Hybrid Administrator Associate
Microsoft Copilot	1	<ul style="list-style-type: none"> • Experience of at least 1 (one) year in Microsoft Copilot deployment projects • Microsoft Certified: Copilot & Agent Administration Fundamentals
Support Agents		
Support Agents	3	<ul style="list-style-type: none"> • At least three (3) years of experience in 1st level support of Microsoft 365 and/or on-premise and/or Azure solutions and services • Certified with at least one of the following: <ul style="list-style-type: none"> • Microsoft Certified: Security, Compliance, and Identity Fundamentals • Microsoft Certified: Azure Fundamentals • Microsoft 365 Certified: Fundamentals

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

It is clarified that the requirements for a team of Key Experts as presented above is considered an “on/off” criterion for the eligibility of the Interested Party in the tender process.

4.2.3 Quality assurance standards

Interested parties are required to comply with the following Quality Assurance Standards or equivalent: EN ISO 9001:2015.

In case of consortia/joint members, the above Quality Assurance Standards must be met by the consortium/joint venture Lead Member.

4.2.4 Economic and financial standing

Interested parties must prove that they have, for each of the previous three (3) financial years an annual turnover of at least € 16.300.000.

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

4.2.5 Reliance on the capacities of other entities to fulfil the eligibility criteria

In order to fulfil the eligibility criteria, an Interested Party may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. With 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 eligibility criterion, or in respect of which there are grounds for exclusion.

Where an Interested Party relies on the capacities of other entities regarding 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 Agreement and any Individual Contract. 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 (see below relevant section).

4.2.6 Subcontracting

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

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

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

4.3 Means of proof

4.3.1 Exclusion Criteria

As evidence 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 II. 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.

4.3.2 Documentation concerning the Eligibility Criteria

When submitting its Proposal, each Interested Party shall solemnly declare that it fulfils the eligibility criteria, through the submission of the European Single Procurement Document as per Annex II herein, accompanied by any further 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 state in the ESPD document(s) to be submitted information concerning registry to pursue their professional activity as required per applicable law.

4.3.2.2 Technical and professional capacity

The ESPD document(s) to be submitted by the Interested Parties shall be accompanied by evidence they are entitled to resell Microsoft software license products under the Enterprise Agreement framework.

Furthermore, they shall be accompanied by all the information regarding the Key Experts' team, as requested in Section 4.2.2.

4.3.2.3 Quality assurance standards

Growthfund shall recognize equivalent certificates issued by bodies accredited by equivalent accreditation bodies based in other Member States. It also accepts other evidence of equivalent quality assurance measures, provided that the Interested Party concerned has not been able to obtain such certificates within the relevant time limits for reasons for which it is not responsible, provided that the economic operator proves that the proposed quality assurance measures meet the required quality assurance standards. Interested Parties that are consortia/joint ventures shall be required to include the above documentation in relation to at least the Lead Member.

4.3.2.4 Economic and financial standing

The ESPD document(s) to be submitted by the Interested Parties shall be accompanied by 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.

4.3.2.5 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 Agreement by producing a commitment letter, signed by the authorized representative of such an entity, and the supporting evidence that those other entities have the respective capacities in accordance with the terms of this RFP.

Interested Parties are required to indicate the part of the Agreement that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions.

In particular, a document shall be submitted (agreement, decision of the competent body or, in the case of a natural person, a self-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 **14th of April 2026, 17:00**, Athens time. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt, the Proposal shall not be evaluated. Growthfund reserves the right to extend the deadline for proposal submission.

Requests for the provision of clarifications in relation to the terms and conditions of the RFP may be submitted to the Growthfund no later than the **4th of April 2026, 17:00**, Athens time.

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 **“RFP FOR SOFTWARE AND SUBSCRIPTION LICENSES AND SUPPORT SERVICES FOR GROWTHFUND AND PORTFOLIO COMPANIES”**, exclusively via electronic mail (email) to the electronic mail address: info@growthfund.gr, and the Proposal should be protected with a password. 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 the penalty of exclusion, at least two, distinct and locked files must be attached. Mandatorily, the financial offer 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, as required in article 4.2, shall be submitted in English or in Greek and shall be valid for a period of three (3) months. Validity of offers may be extended beyond the three-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' (Exclusion and Eligibility 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 eligibility criteria as per the provisions above.

Interested Parties shall also include the documentation described under section 4.3. 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 Agreement and act as a single point of contact between the Growthfund and the relevant Interested Party / Contractor and a process agent throughout the procurement process and during the term of the Agreement.

ii. Dossier B' (Technical Proposal)

Dossier B' shall comprise of the Technical Proposal.

The Technical Proposal must address all requirements and specifications provided in Annexes I and VI, including descriptions of how these requirements and specifications are met. It must include all necessary supporting documents for the specification of licenses and services provided.

The Technical Proposal, further to the information on the Key Experts team to be included in Dossier A' must include all other members of the project team. The presentation of experience per team member, management roles and structure and the methodology, organization and prioritization of work and resources are required.

Apart from all required information under par. 4.3.2.5 Reliance on the capacities of other entities – Subcontracting to be included in Dossier A', interested Parties should also include in their Technical Proposal a detailed description of the part of the Agreement that they plan to subcontract to third parties on its behalf, as well as a description of the third parties themselves and the profile of any Key Expert for the delivery of the Assignments that is provided by such a third party.

Dossiers A' and B' must provide all the information needed to assess the compliance with the minimum requirements of the present RFP. Proposals deviating from the minimum requirements may be rejected by Growthfund.

iii. Dossier C' (Financial Proposal)

The Financial Proposal as per article 4.2 and the financial offer template included in Annex III.

All amounts are required to be stated in Euro (€). The Financial Offer must be unconditional and without any reservations and shall include any kind of expenses / costs that will be required during project execution (indicatively local travel for project purposes in the country, any accommodation, tax & social insurance, communication costs, professional insurance, administrative support, software & hardware, reports production, etc.).

Growthfund shall require Interested Parties to explain the fee 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.

iv. Dossier D' (Conflict of interest)

Interested Parties should declare solemnly that they are not in conflict of interest regarding the services they are requested to provide to Growthfund/ Growthfund portfolio companies. Additionally, that they do not have a professional relationship, or that they do not provide services to third parties, such as those that may constitute a conflict of interest and that in case the assignment is awarded, will be indicated that it will not lead to a conflict of interest for any of the parties involved. The project team members should also declare the above.

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 licenses/ services provided to Growthfund/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 project 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

Growthfund reserves the right to request from Interested Parties any omitted documents and/or information in relation to the Proposal dossiers submitted, as well as any additional documents and/or clarifications and/or information in connection with any issue related to their Proposals, as deemed necessary, in accordance with Article 56 (3) of Directive 2014/24.

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 and have proved that they are not subject to the exclusion criteria and have demonstrated the appropriate capacity to perform the Agreement as per the exclusion and eligibility criteria hereinabove will be further assessed, on the basis of the least total offered cost, as indicated in 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.
- ii. Unconditional and without any reservations and it cannot lead to the Budget stated in this RFP being exceeded.

Attention is drawn to the following points:

- i. Interested Parties are to use the Financial Proposal Template included herein.
- ii. Price revision is not applicable.
- iii. All kind of expenses are included in the fee.

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

Growthfund reserves the right and at its sole discretion without being obliged to request improvement of financial offer/ financial offers, upon specific terms, provided that equal treatment of all parties is ensured and distortion of competition does not take place.

7. PROCEDURE FOR AWARDING A SPECIFIC INDIVIDUAL CONTRACT

The completion of such tender procedure shall lead to the conclusion of an Agreement with one Contractor. The Agreement is implemented through specific Individual Contracts to be awarded with each of the Growthfund portfolio companies and Growthfund itself. The Individual Contracts are assigned, in accordance with the terms of the Agreement. The basic terms of the Agreement are included in Annex IV.

For the assignment of such Contracts, Growthfund/each Growthfund portfolio company is entitled to consult in writing with the Contractor as well as to request from him to complete his offer, in accordance with the terms of the Agreement, based on the needs of each Individual Contract.

Each Individual Contract is likely to vary in size and activation date but will be aligned with the Agreement among others in terms of its termination date. With regards to licences, the Individual Contract will include a specific fraction of the Agreement total of licenses. With regards to services, the Individual Contract will include a specific fraction of the budget of the Agreement total services' budget (as per section 3.2). The detailed objectives, task descriptions, deliverables, expertise requirements and other practical details of each specific Assignment called off under the respective Individual Contract will be finalised upon the issuance of the Call-Off Notice and the conclusion of the Individual Contract between Growthfund or Growthfund portfolio company and the Contractor. However, Individual Contracts based on the Agreement shall not entail substantial modifications to the terms laid down in the Agreement.

The Call-Off Notice will indicatively outline the specific Licenses/Services, payment terms, any milestone dates, the responsibilities of the Parties, the delivery plan, any acceptance criteria and any assumptions and other details that may specifically apply to the Assignment.

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

The final terms related to the Assignment will be reflected in the Individual Contract. The Individual Contract will be concluded between Growthfund/Growthfund portfolio company and the Contractor (in case of consortium by the Lead Member on behalf of all consortium members), by reference to the provisions of the Agreement.

Upon signing the Individual Contract, the Contractor shall present to Growthfund/Growthfund portfolio company a letter of guarantee for the proper execution of the Contract pertaining to the Agreement, amounting to 10% of the value of the Contract. The letter of guarantee shall be returned to the Contractor upon the due completion of the delivery of licenses/services involved in the Individual Contract.

The provision of the Contractor's licenses commences from the date on which all the Individual Contracts have been fully signed by all concerned Parties.

The signature of an Agreement gives the right to Growthfund for its own benefit and each and all Growthfund portfolio companies respectively included in the signed Agreement to conclude an Individual Contract with the Contractor in relation to the supply of licenses and provision of services described in Annexes I and VI within the first year of the Agreement duration and renew the Individual Contract in each yearly anniversary of the Agreement for its full duration (three years). License and service volumes in Individual Contracts of Growthfund/ each Growthfund Portfolio Company may fluctuate throughout the Agreement duration, however, on any given year of the Agreement duration, the Contractor should ensure that the budget of the total volume of additional Licenses/Services of all Individual Contracts, in case the option right is being exercised shall not exceed the percentage of 50% for the Agreement as a whole, based on the unit prices of the financial proposal of the Contractor.

Growthfund shall assume no responsibility of financial or other nature on the part of the companies of its portfolio for any reason or cause. The provisions of the present RFP supersede all other provisions included in other texts.

In case a portfolio company ceases for any reason to be subject to the provisions of article 44 of Law 4972/2022 applying to the present tender process, or to the present RFP, or in case its participation to the present tender process is canceled for any legal or other reason, Growthfund and/or its portfolio companies in all cases shall not bear any responsibility of financial or other nature towards the Contractor or any other party.

The Agreement and/or the Individual Contracts with the Contractor can be terminated either in whole or partly, or delayed in terms of their effective date, without compensation for Growthfund or any of its portfolio companies for reasons concerning the framework of Law 4700/2020 or any other legal reason in relation to article 44 of Law 4972/2022.

Growthfund or a Growthfund portfolio company may at its sole discretion and at any time, award one or more contracts for the provision of any and all of licenses/services described in the RFP or other related services or activities to economic operators apart from the Contractor, in line with its Procurement Regulation and applicable law, without being liable in any way towards the Contractor and/or third parties.

No person acquires any right or claim to compensation (not even for the cost of submitting a Proposal) against Growthfund/ Growthfund portfolio companies, their employees, officers and agents in general, or other claim against Growthfund/ Growthfund portfolio companies arising from any award of contract to any person that is not a party to the Agreement.

8. TERMINATION

Without prejudice to the grounds for termination provided for in the Agreement, Growthfund may terminate the Agreement or the Individual Contract concluded by Growthfund and any of its portfolio companies and each Growthfund portfolio company may terminate their concluded Individual Contract without any obligation for compensation for Growthfund or its Portfolio Companies, among others, where:

- a. The Agreement has been subject to a substantial modification, which would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24;
- b. the Contractor has, at the time of the award of the Agreement, been in one of the situations referred to in Article 57 (1) of Directive 2014/24 and should therefore have been excluded from the procurement procedure;
- c. the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.
- d. There is any reason in relation to article 44 of Law 4972/2022 or Law 4700/2020.

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

9. REASONS FOR REJECTING OFFERS

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

- a. which deviates from inviolable conditions regarding the drafting and submission of the offer, or is not submitted on time in the manner and with the content defined herein
- b. which contains incomplete, unclear or incorrect information or documentation, including the information contained in the ESPD, if it cannot be completed, corrected, clarified or, if amenable, it has not been restored by the tenderer, within the predetermined period, in accordance with article 56 (3) of Directive 2014/24/EU,
- c. for which the tenderer does not provide the required explanations, within a predetermined period or the explanation is not acceptable to Growthfund in accordance with article 56 (3) of Directive 2014/24/EU,
- d. which is an alternative offer,
- e. which is submitted by a tenderer who has submitted two or more Offers. This limitation also applies in the case of associations of economic operators with common members, as well as in the case of economic entities participating either independently or as members of associations
- f. which is conditional
- g. which sets an adjustment condition,
- h. for which the tenderer does not provide, within an exclusive period of twenty (20) days from the notification to him of the relevant invitation of Growthfund, explanations with respect to the price or cost he proposes to it, in the event that the offer seems to him unusually low in relation to the services,
- i. as long as it is established that it is unusually low because it does not comply with the current

ones obligations of paragraph 2 of article 18 of Directive 2014/24/EU

- j. which presents discrepancies in terms of its terms and technical specifications contract,
- k. which presents deficiencies in terms of supporting documents requested by the documents of this call, as long as these are not cured by the tenderer with the submitting or completing them, within the predetermined deadline,
- l. if from the certification documents, presented by the temporary contractors, it is not proven that the reasons for exclusion are not met and that one or more of the requirements of the selection criteria are met,
- m. if during the control of the above certification documents, it is found that the information declared is intentionally fraudulent, or that it has been falsely submitted evidence.

10. PROCEDURE – EVALUATION OF THE OFFERS

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

The 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 interest are included, only the Interested Parties that do not fall under the grounds for exclusion and meet the selection criteria and are accepted, will be invited electronically to send the password for DOSSIER C.

Growthfund reserves the right and at its sole discretion without being obliged to request improvement of financial offer/ financial offers, upon specific terms, provided that equal treatment of all parties is ensured and distortion of competition does not take place.

11. TERMS AND CONDITIONS

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

Interested Parties that do not fulfil the minimum requirements for participation, as set above, will not be considered in the award 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 Agreement in full compliance with

the terms and conditions of the procurement documents for this Request for Proposals. Particular attention is drawn to the fact that Interested Parties must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24.

Growthfund, the members of any corporate body thereof, as well as its officers, employees, Contractors 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, Contractors and agents, any right or claim for compensation, or indemnification, or other, for any reason or cause related to this RFP and/or any Proposal submitted and/or any participation in the Tender Process. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this RFP and the Tender Process in general.

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

Growthfund reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the process, 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 Contractors 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.

12. 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.

13. DATA PROTECTION

In the context of the submission and / or evaluation of a specific Proposal, Growthfund and/ or a Growthfund portfolio company 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.
- a. that they have informed the natural persons whose personal data may be transmitted by the Interested Parties to Growthfund and/ or a Growthfund portfolio company 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 and/ or a Growthfund portfolio company, in accordance with this Policy.

14. 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 Contractor to sign the Agreement.

15. ANNEXES

1. Annex I: List and description of the Licenses/Services.
2. Annex II: 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.
3. Annex III: Financial Offer templates
4. Annex IV: Basic terms of the Agreement
5. Annex V: Template of Letter of Guarantee
6. Annex VI: Volumes per company
7. Annex VII: Code of Conduct

ANNEX I – LIST AND DESCRIPTION OF LICENSES/SERVICES

1. INTRODUCTION

The software/subscription licenses to be delivered by the Contractor include:

- Software licenses for Microsoft Product Offerings (<https://www.microsoft.com/licensing/terms/productoffering/software>) that are eligible under the Microsoft Enterprise Agreement Program
- Subscriptions to online services from Microsoft Product Offerings (subscription licenses, <https://www.microsoft.com/licensing/terms/productoffering/onlineservices>) that are eligible under the Microsoft Enterprise Agreement Program
- Subscriptions to Microsoft Azure Cloud online services (<https://azure.microsoft.com/en-us/products/>)

Details for the software/subscription licenses in scope of the present RFP are provided in section 2 below.

The Contractor will undertake the establishment and operations of the centralized infrastructure and processes to manage the licenses in scope of the Agreement as a whole, as well as the delivery of specialized support services to the Growthfund portfolio companies. The support services to be delivered by the Contractor are as follows:

- Management services for the management and fulfilment of requests from Growthfund portfolio companies regarding licenses and products' allocation and deployment
- Migration services for the migration of existing licenses and solutions of the portfolio companies to the Agreement framework
- Technical support services for the installations, configurations, upgrades, migrations and problem management for all products and solutions included in Annex I
- Training services for the administration and use of the software products and online services in scope of the Agreement

Details for the Contractor support services are provided in section 3 below.

2. LIST OF SOFTWARE LICENCES AND SUBSCRIPTION LICENSES FOR ALL PORTFOLIO COMPANIES

The products in scope of the present RFP, for which any new releases are also included, for a period of three (3) years and for the Growthfund group of companies are the following (or equivalent):

Product No.	Product	SKU	Product family
On-line Products			
0	Azure prepayment	6QK-00001	Azure Monetary Commitment
1	M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL
2	M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL

3	M365 Copilot Sub Add-on	83I-00001	M365 Copilot
4	M365 F3 FUSL Sub Per User	JFX-00003	M365 F3 FUSL
5	Defender Suite Sub Per User	PEJ-00002	Defender Suite
6	Exchange Online P1 Sub Per User	TRA-00047	Exchange Online P1
7	Intune Remote Help Sub	N9M-00001	Intune Remote Help
8	Defender Endpoint Server Sub	1NZ-00004	Defender Endpoint Server
9	Power BI Pro Sub Per User	NK4-00002	Power BI Pro
10	Power BI Premium USL Sub Per User	68B-00008	Power BI Premium USL
11	Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3
12	Visio P1 Sub Per User	HWN-00002	Visio P1
13	Visio P2 Sub Per User	N9U-00002	Visio P2
14	Power Apps Per App Sub 1 App or Website	J8Q-00005	Power Apps Per App
15	Power Apps Premium Sub Per User	SEJ-00002	Power Apps Premium
16	Power Automate Premium Sub Per User	1O4-00001	Power Automate Premium
17	W365 Ent 4vCPU/16GB/128GB Sub Per User	I76-00004	W365 Ent 4vCPU/16GB/128GB
18	O365 Extra File Storage Sub Add-on Extra Storage 1 GB	6WT-00001	O365 Extra File Storage
19	Defender O365 P1 Sub Per User	KF5-00002	Defender O365 P1
20	EMS E3 ALng Sub Per User	AAA-10732	EMS E3
21	Teams Rooms Pro Sub Per Device	V9B-00001	Teams Rooms Pro
On-premise Products			
22	Win Server Standard Core ALng SA 2L	9EM-00270	Win Server Standard Core
23	SQL CAL ALng SA User CAL	359-00961	SQL CAL
24	Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	Win Remote Desktop Services CAL
25	Win Server DC Core ALng SA 16L	9EA-00273	Win Server Datacenter Core
26	Win Server Standard Core ALng SA 16L	9EM-00267	Win Server Standard Core

27	System Center DC Core ALng SA 2L	9EP-00208	System Center Datacenter Core
28	SQL Server Standard Core ALng SA 2L	7NQ-00292	SQL Server Standard Core
29	Exchange Server Standard ALng SA	312-02257	Exchange Server - Standard
30	SQL Server Standard ALng SA	228-04433	SQL Server Standard
31	Visio Standard ALng SA	D86-01253	Visio Standard
32	Win Remote Desktop Services CAL ALng SA DCAL	6VC-01253	Win Remote Desktop Services CAL
33	Visio Professional ALng SA	D87-01159	Visio Professional
34	Win Server Standard Core ALng LSA 16L	9EM-00265	Win Server Standard Core
35	Win Server Standard Core ALng LSA 2L	9EM-00562	Win Server Standard Core
36	SQL Server Standard Core ALng LSA 2L	7NQ-00302	SQL Server Standard Core
37	Win Server DC Core ALng LSA 16L	9EA-00271	Win Server Datacenter Core

Table 1. Products to be licensed in scope of the present RFP for the Growthfund portfolio of companies

The Contractor, upon signature of the Contract and relevant Enterprise Agreement, will be registered in the relevant contracts and systems of Microsoft as Digital Partner of Record (DPOR).

The licenses will be activated through access of the Contractor to the M365 Admin Centre. Growthfund and the involved portfolio companies will also obtain access to the licenses via their respective tenant's M365 Admin Centre.

3. SERVICES FROM THE CONTRACTOR

For the successful launch and operations of the Agreement, the delivery of specialized services from the Contractor to Growthfund/Growthfund portfolio companies is foreseen on a yearly basis and for the full duration of the Contract.

The support services to be delivered by the Contractor are as follows:

- Management services
 - Request management and fulfilment of Growthfund portfolio companies' requests regarding licenses' and products' allocation and deployment
- Migration services
 - With regards to subscription licenses, migration of any services and content required to the companies' tenants under the Agreement
 - With regards to on-premise/software licenses, support for the installation and configuration of the licensed products for new systems, as needed
- Technical support services

- Engineer support for the installations, configurations, upgrades, migrations, operations and problem management for all products and solutions included in Annex I, indicatively:
 - Microsoft 365 and other online services and integration with on-premise systems
 - Microsoft OS (Windows Server any version) Servers and Desktops
 - Core Infrastructure and Productivity Servers (Exchange, SharePoint, etc.)
 - Microsoft products-services such as SQL Server, System Center Suite Servers etc.
 - Systems and services hosted in Microsoft Azure and their interoperation with on-premise systems.
- Training services for the administration and use of the software products and online services in scope of the Agreement

The budgeted volumes (in terms of man hours) for Contractor services per portfolio company are provided in Annex V. It is hereby clarified that, within the scope of the aforementioned support service categories, management services shall be provided by the Contractor without any charge for Growthfund or its portfolio companies.

Individual Contracts will include details on the required supported services and associated deliverables per portfolio company.

3.1 Service Level Agreement for technical support services

For the definition of the Service Level Agreement (SLA) for the availability of technical support services, five priority levels based on severity and impact of each incident are defined

		Severity		
		High	Medium	Low
Impact	All users	1	2	3
	Group of users	2	3	4
	One user	3	4	5

Each level of priority is defined as follows:

- Priority 1: Significant loss or degradation of services with a critical impact on operations, for which there is no viable bypass or workaround.
- Priority 2: A moderate loss or degradation of services or a negative impact on important functions due to poor performance of services. Also, concerning calls that have been previously classified as priority 1 calls, for which there is a viable bypass or workaround.
- Priority 3: Losses or reduction of service performance with minimal operational impact, while services remain operational. Also, concerning any other problem that can easily be avoided or bypassed, for which there is no urgent need for resolution.
- Priority 4: Concerns requests for information on services and products in scope of the Agreement, their installation or configuration, with very little or no impact on operations
- Priority 5: Implementation of standardized changes in systems / services, which result from user requests and there is no impact on operations.

The response time of technical support engineers of the Contractor, according to the SLA for each level

of priority, based on the recording time of the incident/problem, should be at least as follows:

Priority	Description	Remote response time (hours)	On-site response time (hours)
1	Critical	2	6
2	High	4	8
3	Medium	12	12
4	Low	24	24
5	Very low	48	48

Clauses and penalties for breach of the SLA will be included in the Individual Contract for each Growthfund portfolio company requesting the provision of technical support services by the Contractor.

3.2 Service management platform

The Contractor is required to deliver an online platform for managing and fulfilling service requests (management, migration, technical, training) in the context of the Agreement.

SLA terms for technical services will be monitored through the platform. The platform should provide service desk capabilities as a web application for the eligible companies under the Agreement, with a dedicated space per company. The service desk platform should support the submission of requests in the following categories and subcategories:

- A. Contract management services
 - Information services on new products/solutions (presales)
 - License management services
- B. Technical support migration services & problems resolution
 - Installation and configuration services
 - Upgrade and migration services
 - Implementation of new functionality/application services
- C. Training services

The requestor should also be able to select product category:

- Microsoft On-line Services & Applications
- Microsoft On-Premise Products
- Microsoft Azure Cloud Services,

and then provide a detailed description of the request and select a priority level.

Specifically for category B requests, based on the priority selected, the SLA regarding response times must be respected, either with a report when category B tickets are closed or utilizing platform built-in SLA capabilities.

Regarding the hours required to fulfill each request, they should be monitored through the platform, except for category A requests, for which no hourly charges are imposed.

For requests related to migration, technical support and training services, the time and cost estimation information should be attached to the corresponding ticket.

4. ADDITIONAL ORDERS FOR SOFTWARE AND SUBSCRIPTION LICENSES

4.1 Additional orders for subscription licenses

For products 1-21 as listed in Table 1, Growthfund/Growthfund portfolio companies are able to request additional quantities of licenses at any moment in time throughout the duration of the Contract. The unit (monthly) cost of such subscription licenses will be then calculated as 1/12 of the yearly unit cost of each product license as included in the financial proposal of the Contractor. The total cost of each such additional license will be calculated based on the number of residual months from the month of activation of the additional license until the end of the Contract (and the Agreement itself).

Based on such calculations, the invoicing and reimbursement of additional subscription licenses will take place as follows:

- The first payment will be due upon activation and will reimburse the cost of additional licenses for the months remaining until the next yearly anniversary (or until the termination of the Agreement if the additional procurement takes place during the third and final year).
- Subsequent yearly payments (if existing) will be due on each following yearly anniversary.

4.2 Additional orders for software licenses

For the rest of the products 22-37 in Table 1, excluding the items that are only SA products, orders and purchases can take place at the yearly anniversaries of the Contract, namely at the end of the Contract's first or second year.

The total cost of each such additional license is calculated as a percentage on the total unit cost of the license for the three years of the Contract duration included in the financial proposal of the Contractor, depending on the year in which the order is placed, i.e. either the first or the second Contract anniversary as seen in the Table below:

Product no.	Product	Cost at first anniversary	Cost at second anniversary	Cost at third anniversary
34	Win Server Standard Core ALng LSA 16L	93%	79%	64%
35	Win Server Standard Core ALng LSA 2L	93%	79%	64%
36	SQL Server Standard Core ALng LSA 2L	93%	79%	64%
37	Win Server DC Core ALng LSA 16L	93%	79%	64%

Table 2. Product cost for additional orders in relation to the initial cost at the beginning of the Contract

4.3 Opt-in software licenses and subscription licenses

As part of the fixed price terms of the Agreement, the following indicative software licenses and subscription licenses, although not included in current volume requirements by Growthfund or any Growthfund portfolio company, are also in scope of the Agreement and can be requested/added to the Individual Contracts on an as-needed basis by the portfolio companies, under the additional Licenses/Services terms, as described in Section 3.2 of the RFP. Interested parties may provide unit prices for additional opt-in licenses in their financial offers, as they see fit for Growthfund portfolio companies.

Product	SKU
EMS E5 SU EMS E3 Per User	CE6-00004
M365 E3 FUSL EEA no Teams SU EMS E3 Per User	85P-00007
M365 E3 FUSL No Teams Sub SU Per User EMS E3	EP2-07457
M365 E3 Unified SU EMS E3 Sub Per User	AAD-86550
M365 E5 FUSL EEA no Teams SU M365 E3 Per User	85D-00005
M365 E5 FUSL No Teams Sub SU Per User M365 E3	EP2-07439
M365 E5 Unified SU M365 E3 Sub Per User	AAD-33196
O365 E3 FUSL EEA no Teams SU O365 E1 Per User	84Q-00013
O365 E3 SU O365 E1 Per User	AAA-10906
O365 E5 FUSL EEA no Teams SU O365 E1 Per User	84V-00002
Visio P2 SU Visio P1 Per User	N9U-00012
W365 Ent 4vCPU/16GB/256GB SU W365 Ent 4vCPU/16GB/128GB Per User	EP2-05005
W365 Ent 8vCPU/32GB/128GB SU W365 Ent 4vCPU/16GB/128GB Per User	I78-00010
W365 Ent 8vCPU/32GB/256GB SU W365 Ent 4vCPU/16GB/128GB Per User	EP2-05003
W365 Ent 8vCPU/32GB/512GB SU W365 Ent 4vCPU/16GB/128GB Per User	EP2-04996
Defender O365 P2 SU Defender O365 P1 Per User	FSZ-00004
Defender Suite SU Defender O365 P1 Per User	PEJ-00008
Intune Suite SU Intune Remote Help Per User	XQJ-00002
M365 Copilot Sales SU M365 Copilot Managed Add-on	EP2-01827
M365 Copilot Service SU M365 Copilot Managed Add-on	EP2-01829
Planner & Project P5 SU Project P3 Per User	7SY-00006
Visio Professional ALng SASU Visio Standard	D87-02227
Exchange Server Ent ALng SASU Exchange Server Std	395-03039
SQL Server Enterprise Core ALng SASU 2L SQL Svr Std	7JQ-00448
Win Server DC Core ALng SASU 16L Win Server Std	9EA-00274
Win Server DC Core ALng SASU 2L Win Server Std	9EA-00279
Visio Professional ALng LSA	D87-01057
Visio Standard ALng LSA	D86-01175
Exchange Server Standard ALng LSA	312-02177
SQL CAL ALng LSA User CAL	359-00960
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341
SQL Server Standard ALng LSA	228-04437
System Center DC Core ALng LSA 2L	9EP-00037

Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252
W365 Ent 2vCPU/8GB/128GB Sub Per User	7BT-00005
W365 Ent 2vCPU/4GB/256GB Sub Per User	I74-00004
Purview Suite Sub Per User	PEP-00002
Entra ID P2 Sub Per User	6E6-00003
Defender O365 P2 Sub Per User	FSZ-00002
Teams Phone Standard Sub Per User	LK6-00004
Defender Identity Sub Per User	G5F-00002
Entra ID P2 SU Entra ID P1 Per User	6E6-00004

Interested Parties are required to include in their financial offer the unit price for each of the aforementioned licenses (see Annex III).

ANNEX II – EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

ESPD Document – *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 electronically signed in the form of a PDF file.*

****Please see upload PDF file to Growthfund's website****

ANNEX III - FINANCIAL OFFER TEMPLATE

1. FINANCIAL OFFER TEMPLATE FOR LICENCES

1.1 Required software licenses

The financial offer templates for licenses in section 1 of Annex I is provided here.

	Product	SKU	Product family	Quantity	Yearly period (1yr or 12 months)	Unit price (€) excl. VAT	Total price for one year (€) excl. VAT	Total price for three years (€) excl. VAT
	Online products							
0	Azure prepayment	6QK-00001	Azure Monetary Commitment	202,5	12			
1	M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	2901	12			
2	M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	1155	12			
3	M365 Copilot Sub Add-on	83I-00001	M365 Copilot	280	12			
4	M365 F3 FUSL Sub Per User	JFX-00003	M365 F3 FUSL	1800	12			
5	Defender Suite Sub Per User	PEJ-00002	Defender Suite	260	12			
6	Exchange Online P1 Sub Per User	TRA-00047	Exchange Online P1	225	12			
7	Intune Remote Help Sub	N9M-00001	Intune Remote Help	10	12			
8	Defender Endpoint Server Sub	1NZ-00004	Defender Endpoint Server	176	12			
9	Power BI Pro Sub Per User	NK4-00002	Power BI Pro	83	12			
10	Power BI Premium USL Sub Per User	68B-00008	Power BI Premium USL	11	12			
11	Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	128	12			
12	Visio P1 Sub Per User	HWN-00002	Visio P1	14	12			
13	Visio P2 Sub Per User	N9U-00002	Visio P2	2	12			
14	Power Apps Per App Sub 1 App or	J8Q-00005	Power Apps Per App	2	12			

	Website						
15	Power Apps Premium Sub Per User	SEJ-00002	Power Apps Premium	5	12		
16	Power Automate Premium Sub Per User	104-00001	Power Automate Premium	5	12		
17	W365 Ent 4vCPU/16GB/128GB Sub Per User	I76-00004	W365 Ent 4vCPU/16GB/128GB	39	12		
18	O365 Extra File Storage Sub Add-on Extra Storage 1 GB	6WT-00001	O365 Extra File Storage	2560	12		
19	Defender O365 P1 Sub Per User	KF5-00002	Defender O365 P1	1530	12		
20	EMS E3 ALng Sub Per User	AAA-10732	EMS E3	200	12		
21	Teams Rooms Pro Sub Per Device	V9B-00001	Teams Rooms Pro	20	12		
						TOTALS	

On premise products							
1	Win Server Standard Core ALng SA 2L	9EM-00270	Win Server Standard Core	87	1		
2	SQL CAL ALng SA User CAL	359-00961	SQL CAL	55	1		
3	Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	Win Remote Desktop Services CAL	17	1		
4	Win Server DC Core ALng SA 16L	9EA-00273	Win Server Datacenter Core	9	1		
5	Win Server Standard Core ALng SA 16L	9EM-00267	Win Server Standard Core	19	1		
6	System Center DC Core ALng SA 2L	9EP-00208	System Center Datacenter Core	1	1		
7	SQL Server Standard Core ALng SA 2L	7NQ-00292	SQL Server Standard Core	8	1		
8	Exchange Server Standard ALng SA	312-02257	Exchange Server - Standard	4	1		
9	SQL Server Standard ALng SA	228-04433	SQL Server Standard	19	1		
10	Visio Standard ALng SA	D86-01253	Visio Standard	3	1		
11	Win Remote Desktop Services CAL ALng SA DCAL	6VC-01253	Win Remote Desktop Services CAL	1	1		
12	Visio Professional ALng SA	D87-01159	Visio Professional	5	1		
13	Win Server Standard Core ALng LSA 16L	9EM-00265	Win Server Standard Core	4	1		
14	Win Server Standard Core ALng LSA 2L	9EM-00562	Win Server Standard Core	50	1		
15	SQL Server Standard Core ALng LSA 2L	7NQ-00302	SQL Server Standard Core	9	1		
16	Win Server DC Core ALng LSA 16L	9EA-00271	Win Server Datacenter Core	3	1		
						TOTALS	

1.2 Opt-in software licenses and subscription licenses – not included in the RFP budget

The financial offer template for licenses in section 4.3 of Annex I is as follows:

	Product	Product Code	Description	Unit period (month or year)	Unit price (€) Excl. VAT
1					
2					
3					
...					

2. FINANCIAL OFFER TEMPLATE FOR SERVICES

Description	Quantity for three years (man hours)	Unit price excl. VAT	Total price for three years (€) excl. VAT	VAT for three years (€)	Grand total for three years (€)
Contractor services	4.160				

3. FINANCIAL OFFER TEMPLATE FOR THE GRAND TOTAL

The grand total includes financial offers from sections '1.1 Required software licenses', '2 Financial offer template for Services'

	Grand total excluding VAT (€)	VAT (€)	Grand total including VAT (€)	Grand total including VAT in writing

Grand total of the offered licenses and services for the full 3-year duration of the Agreement				
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The present RFP follows the least cost selection method. The contract award criterion is the least cost for delivering the foreseen services and licenses, as provided in the Interested Parties' financial offer, for delivering the total of foreseen services and licenses.

ANNEX IV: BASIC TERMS OF THE AGREEMENT

3.1 OBLIGATIONS OF THE CONTRACTOR

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

The Contractor must comply with the applicable data protection, environmental, social and 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.

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

Upon signing each Individual Contract, the Contractor shall present to Growthfund and concerned Growthfund portfolio company a letter of guarantee for the good performance of the Individual Contract, amounting to 10% of the value of the Individual Contract, covering the whole duration of the Individual Contract, based on template provided to the Contractor. The letter of guarantee shall be returned to the Contractor upon the due completion of the Individual Contract. In case of amendment of the Individual Contract, the Contractor shall present a letter of guarantee for the good performance of the Individual Contract, amounting to 10% of the total value of the Individual Contract.

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

The signature of an Agreement gives the right to Growthfund for its own benefit and each and all Growthfund portfolio companies respectively included in the signed Agreement to conclude an Individual Contract with the Contractor in relation to the supply of licenses and provision of services described in Annexes I and VI within the first year of the Agreement duration and renew the Individual Contract in each yearly anniversary of the Agreement for its full duration (three years).

Growthfund shall assume no responsibility of financial or other nature on the part of the companies of its portfolio for any reason or cause. The provisions of the RFP and the present supersede all other provisions included in other texts.

In case a portfolio company ceases for any reason to be subject to the provisions of article 44 of Law 4972/2022 applying to the tender process, or to the RFP, or in case its participation to the tender process is cancelled for any legal or other reason, Growthfund in all cases shall not bear any responsibility of financial or other nature towards the Contractor or any other party.

No person acquires any right or claim to compensation (not even for the cost of submitting a Proposal) against Growthfund/ a Growthfund portfolio company, its employees, officers and agents in general, or other claim to make good losses against Growthfund/a Growthfund portfolio company arising from any award of contract to any person that is not a party to the Agreement.

3.2 THE CONTRACTOR'S REPRESENTATIONS & WARRANTIES

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

The Contractor and the personnel shall observe the highest standards of integrity and ethical conduct and shall act with honesty and propriety. The Contractor shall ensure that no circumstances arise during the Term, in which the activities of the Contractor or the personnel under the Contract conflict or might conflict with the Contractor's interests or personnel's personal interests or with any services which the Contractor or the personnel may render to third parties. Growthfund, without prejudice to any other remedy for breach of contract may, by written notice and with immediate effect, terminate this Agreement, if in its judgment, such a Conflict of Interest has arisen. Special attention is drawn to relevant provisions of the RFP and section on conflict of interest of the present.

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

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

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

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

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

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

In the event of the dissolution, bankruptcy, or enforcement of one of the members who form the Contractor, the Contract shall continue to exist and the obligations arising from the Contract shall be borne by the remaining members of the Contractor only if they are able to fulfill them. The decision on the possibility of fulfilling or not the terms of the 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 Contractor, the continuation or not of the Contract is at the discretion of Growthfund. In case of dissolution or bankruptcy of the Contractor, when he consists of a company, or the placement of his property in receivership, then the 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.

3.3 TERM

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

The delivery of the Licenses by the Contractor for all portfolio companies commences from the date on which the last Individual Contract has been signed by the last Party. The delivery of support services for each individual portfolio company may commence upon the date on which the corresponding Individual Contract has been signed by both the company and the Contractor.

The Agreement is concluded for a period of three (3) years commencing from the date of delivery of the Licenses by the Contractor.

The implementation of the Agreement by way of the signing of an Individual Contract cannot take place before the Commencement Date. The duration of the Individual Contracts, which are based on the Agreement, does not need to coincide with the duration of this Agreement, but might, as appropriate, be shorter.

3.4 FEES & EXPENSES – PAYMENTS

The maximum amount covering the provision of all Licenses/ Services within the total duration of the engagement is as following: € 8.164.866, excluding VAT (the “**Budget**”). Under no circumstances, the total sum of the Individual Contracts shall exceed the Budget.

The Budget includes all the fees, including expenses, to be paid to the Contractor in relation to the delivery of the Licenses/ Services. All prices shall be expressed in Euro. Prices shall be fixed and not subject to revision.

The payment of the invoices concerning the Licenses/ Services is done by Growthfund in relation to Licenses/ Services requested by Growthfund and the Growthfund portfolio companies and is subject to the due delivery of the Licenses/ Services as each time specified. The delivery requirements shall be described in the Individual Contracts.

The invoicing will be made as follows:

The contractual fee will be invoiced to the Contractor after drawing up a receipt protocol from the relevant receipt committee of each company as follows:

- a) The payment of the annual contractual fee for the online and on-premise licenses shall be invoiced after the Contractor has provided the company with access to the licenses via their respective tenant’s M365 Admin Centre. Online licenses not ordered in the beginning of an Agreement year will be invoiced for the residual months within the year ordered and then follow the annual fees for the following years. Additional orders of on-premise licenses are paid once off for the remaining period of the Agreement based on the percentage table shown in paragraph 4.2, Annex I.

- b) The payment of the annual fee for the services provided to each company shall be invoiced upon completion of the services provided by the Contractor for each contractual year
- c) The yearly payment of the cost for the Azure Monetary Commitment shall be invoiced upon the provision by the Contractor of the relevant access to company in the beginning of the respective period.

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

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

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

3.5 RECEIPT OF DELIVERABLES

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

Delivery of services will take place in the locations of Growthfund /each Growthfund portfolio company as specified in the Individual Contracts.

The receipt of contractual products and services will be executed as follows:

Receipt committees are established and operate as per applicable law. During the process of receiving contractual items a quantitative and qualitative control is carried out. The receiving committee, after the prescribed checks, draws up relevant protocols. The Good Performance Letter of Guarantee shall be returned to the Contractor after the issuing of the final acceptance protocol of the Individual Contract.

In the event of rejection of all or part of the contractual quantity of items, by decision of the competent body, its replacement with another, which is in accordance with the terms of the contract, may be approved, at the exclusive discretion of Growthfund/the Growthfund portfolio company within a specified period defined by this decision of Growthfund/the Growthfund portfolio company.

3.6 CONFLICT OF INTEREST [The term may be amended following assessment procedure of Growthfund]

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

Before the signing of the Individual Contract, the Contractor shall declare in writing that it has no Conflict of Interest in relation to the specific Assignment of the RFP, and that it will take all the necessary measures to ensure that the absence of any Conflict of Interest will be in effect throughout the whole term of the engagement.

Any situation constituting or likely to lead to a Conflict of Interest during the implementation of the

Agreement shall be notified to Growthfund, in writing, without delay. The Contactor shall immediately take all the necessary steps to rectify this situation. Growthfund reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

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

The Contractor will not, and nor will any of its officers, employees, shareholders, representatives or agents, subcontractors ("Associated Parties"), directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this agreement which (i) would violate any anti-corruption laws or regulations applicable to the Contractor or Growthfund/ 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.

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

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

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

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

3.7 CONFIDENTIALITY

The Contractor shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement, with the exception

of information that is publicly available.

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

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

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

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

3.8 DATA PROTECTION

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

Growthfund and/ or 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 Contracts, and the processing of said data is to be conducted pursuant to the legislation on the protection of personal data.

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

3.9 ASSIGNMENT

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

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

3.10 LIABILITY

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

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

Without prejudice to the events of force majeure, the Contractor shall be liable and indemnify Growthfund/ 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 Contractor, its directors, officers, personnel, employees, subcontractors or agents relating to matters contemplated in this Agreement; and
- b. any breach by the Contractor, its directors, officers, employees, subcontractors or agents of any of the Contractor’s obligation under this Agreement.

The Contractor 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 Contractor shall assist Growthfund.

The Contractor 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 Agreement.

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

3.11 TERMINATION

The Agreement shall be terminated upon expiry of its Term.

Growthfund reserves the right to terminate the Agreement with cause upon written notice to the Contractor with immediate effect and Growthfund/ A Growthfund portfolio company may terminate the Agreement and/or the respective Individual Contract indicatively in the following circumstances:

- a. if the Contractor is unable due to its own fault to obtain any permit or license required for implementation of the Agreement;
- b. if the Contractor fails to perform its obligations under the Agreement or is in breach of another substantial contractual obligation or refuses to sign an Individual Contract;
- c. if the procedure for the awarding or the implementation of the Agreement proves to have been subject to fraud;
- d. if the Contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24;
- e. if the Contractor is in a situation that could constitute a Conflict of Interest, subject to Article 3.6 hereinabove;
- f. if a change to the Contractor’s legal, financial, technical, organizational or ownership situation is likely to substantially affect the implementation of the Agreement or substantially modify the conditions under which the Agreement was initially awarded;
- g. in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Agreement and/or the Individual Contract would mean that Growthfund/ Growthfund portfolio company’s needs are no longer fulfilled;
- h. if the Agreement is subject to a substantial modification which would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24;

- i. the Contractor has, at the time of the award of the present Agreement, been in one of the situations referred to in Article 57 (1) & (2) of Directive 2014/24 and should have been excluded from the award procedure;
- j. the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

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

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

The Contractor is liable for any damage incurred by Growthfund/ Growthfund portfolio company as a result of the termination of the Agreement and/or an Individual Contract including the cost of appointing another contractor to deliver the Licenses/ Services.

Growthfund/ Growthfund portfolio company can at its absolute discretion terminate the present agreement for serious cause with immediate force, indicatively due to breach of any terms agreed upon, irrespective of its right to impose any penal clauses to the Contractor, to forfeit the performance guarantee letter, etc.

The Agreement and/or the Individual Contracts with the Contractor 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 concerning the framework of Law 4700/2020 or any other legal reason in relation to article 44 of Law 4972/2022.

Penalties are calculated as follows:

- a) for a delay limited to a period of time that does not exceed 50% of the stipulated total duration of the respective Individual Contract or in the case of partial / intermediate deadlines of the corresponding deadline, a penal clause of 2.5% is imposed on the contractual value without VAT of the licenses/ services executed/ provided late,
- b) for a delay exceeding 50%, a penal clause of 5% without VAT is imposed on the contractual value of the licenses/ services provided late,
- c) the penal clauses for exceeding the partial deadlines are independent of those imposed for exceeding the total duration of the Individual Contract and may be revoked by reasoned decision of Growthfund/ Growthfund portfolio company, if the licenses/ services related to the aforementioned partial deadlines are provided within its total duration and the approved extensions thereof and provided that the entire contract has been fully performed.

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

The imposition of penal clauses does not deprive Growthfund/ Growthfund portfolio company of the right to termination.

3.12 FORCE MAJEURE

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

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

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

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

3.13 AMENDMENTS

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

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

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

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

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

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

Minor modifications

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

the value of the modification is lower than both of the following values: (a) the thresholds of both Directive 2014/24 and Growthfund Procurement Regulation, and (b) ten percent (10%) of the value of the original contract. The amendment shall not change the overall nature of the contract.

3.14 GOVERNING LAW

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

3.15 JURISDICTION

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

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

3.16 SEVERABILITY

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

3.17 NOTICES

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

.....

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

3.18 MISCELLANEOUS

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

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

ANNEX V: TEMPLATE OF LETTER 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 Agreement (title of the Agreement), according to the (number/date) Request for Proposals (title of the RfP) " of HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS S.A..

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

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

or

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

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

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

(Authorized Signature)

ANNEX VI: VOLUMES PER COMPANY

In the following sections, the volumes of software/subscription licenses and services in scope of the present RFP per Growthfund portfolio company are presented.

On-line Products

Product	SKU	Product family	Quantity	Yearly period (1yr or 12months)	Company
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	5	12	GROWTHFUND
M365 Copilot Sub Add-on	83I-00001	M365 Copilot	50	12	GROWTHFUND
Power BI Pro Sub Per User	NK4-00002	Power BI Pro	25	12	GROWTHFUND
O365 Extra File Storage Sub Add-on Extra Storage 1 GB	6WT-00001	O365 Extra File Storage	2560	12	GROWTHFUND
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	260	12	GROWTHFUND
Defender Suite Sub Per User	PEJ-00002	Defender Suite	260	12	GROWTHFUND
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	80	12	GROWTHFUND
Teams Rooms Pro Sub Per Device	V9B-00001	Teams Rooms Pro	20	12	GROWTHFUND
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	40	12	AEDIK
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	3	12	AEDIK
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	5	12	AEDIK
Visio P1 Sub Per User	HWN-00002	Visio P1	5	12	AEDIK
Power BI Pro Sub Per User	NK4-00002	Power BI Pro	3	12	ALYKES
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	35	12	ALYKES
M365 Copilot Sub Add-on	83I-00001	M365 Copilot	5	12	ALYKES
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	100	12	DETH
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	20	12	DETH
Exchange Online P1 Sub Per User	TRA-00047	Exchange Online P1	5	12	ETAD
Visio P2 Sub Per User	N9U-00002	Visio P2	2	12	ETAD
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	245	12	ETAD
Intune Remote Help Sub	N9M-00001	Intune Remote Help	10	12	ETAD

M365 Copilot Sub Add-on	83I-00001	M365 Copilot	45	12	ETAD
W365 Ent 4vCPU/16GB/128GB Sub Per User	I76-00004	W365 Ent 4vCPU/16GB/128GB	5	12	ETAD
Digital signature			50	12	ETAD
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	10	12	ETAD
Visio P1 Sub Per User	HWN-00002	Visio P1	4	12	ETAD
M365 Copilot Sub Add-on	83I-00001	M365 Copilot	40	12	GAIAOSE
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	50	12	GAIAOSE
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	1	12	GAIAOSE
Power Apps Per App Sub 1 App or Website	J8Q-00005	Power Apps Per App	2	12	OASA
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	180	12	OASA
W365 Ent 4vCPU/16GB/128GB Sub Per User	I76-00004	W365 Ent 4vCPU/16GB/128GB	34	12	OASA
M365 F3 FUSL Sub Per User	JFX-00003	M365 F3 FUSL	40	12	OASA
M365 Copilot Sub Add-on	83I-00001	M365 Copilot	30	12	OASA
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	80	12	OKAA
M365 Copilot Sub Add-on	83I-00001	M365 Copilot	10	12	OKAA
Defender Endpoint Server Sub	1NZ-00004	Defender Endpoint Server	16	12	OSY
Power Apps Premium Sub Per User	SEJ-00002	Power Apps Premium	5	12	OSY
M365 E5 Unified Sub Per User	AAD-33168	M365 E5 Unified FUSL	620	12	OSY
M365 Copilot Sub Add-on	83I-00001	M365 Copilot	100	12	OSY
Power Automate Premium Sub Per User	1O4-00001	Power Automate Premium	5	12	OSY
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	10	12	OSY
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	870	12	STASY
M365 F3 FUSL Sub Per User	JFX-00003	M365 F3 FUSL	1760	12	STASY
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	9	12	STASY
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	16	12	KATH
Exchange Online P1 Sub Per User	TRA-00047	Exchange Online P1	20	12	KATH
M365 E3 Unified Existing Customer Sub Per User	AAD-33204	M365 E3 Unified FUSL	1530	12	ELTA
Power BI Pro Sub Per User	NK4-00002	Power BI Pro	55	12	ELTA
Power BI Premium USL Sub Per User	68B-00008	Power BI Premium USL	11	12	ELTA
Defender Endpoint Server Sub	1NZ-00004	Defender Endpoint Server	160	12	ELTA
Visio P1 Sub Per User	HWN-00002	Visio P1	5	12	ELTA
Defender O365 P1 Sub Per User	KF5-00002	Defender O365 P1	1530	12	ELTA

EMS E3 ALng Sub Per User	AAA-10732	EMS E3	200	12	ELTA
Exchange Online P1 Sub Per User	TRA-00047	Exchange Online P1	200	12	ELTA
Planner & Project P3 Sub Per User	7LS-00002	Planner & Project P3	15	12	ELTA

Azure credits

The required volumes (monetary commitment units) for Microsoft Azure Cloud online services per Growthfund portfolio company in the three-year term of the Agreement are as follows:

Product description	Company	Monetary commitment units (monthly)	Monetary commitment units (3 year total)
Azure Prepayment Credits (units)	ETAD	55	1980
	OSY	35	1260
	OASA	35	1260
	GAIAOSE	4	144
	GROWTHFUND	22,5	810
	ELTA	50	1800
	STASY	1	36

The volumes of software/subscription licenses for on premise products in scope of the present RFP per Growthfund portfolio company are as follows:

On premise products

Product	SKU	OASA	ELTA	OKAA	OSY	STASY	KATH	ETAD	AEDIK	DETH	Growth-fund	GAIAOSE	ALYKES
Win Server Standard Core ALng SA 2L	9EM-00270				20	44		3		12	4		4
SQL CAL ALng SA User CAL	359-00961					2		3	30	20			
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	6					1		10				
Win Server DC Core ALng SA 16L	9EA-00273					2		3			4		
Win Server Standard Core ALng SA 16L	9EM-00267		2		2	14						1	
System Center DC Core ALng SA 2L	9EP-00208		1										
SQL Server Standard Core ALng SA 2L	7NQ-00292				4			4					
Exchange Server Standard ALng SA	312-02257				1			1			2		
SQL Server Standard ALng SA	228-04433					2	1	8	1	3			4
Visio Standard ALng SA	D86-01253					3							
Win Remote Desktop Services CAL ALng SA DCAL	6VC-01253										1		
Visio Professional ALng SA	D87-01159				5								
Win Server Standard Core ALng LSA 16L	9EM-00265		4										
Win Server Standard Core ALng LSA 2L	9EM-00562		20							30			
SQL Server Standard Core ALng LSA 2L	7NQ-00302									9			
Win Server DC Core ALng LSA 16L	9EA-00271							3					

Services

The number of manhours of contractor services in scope of the present RFP per Growthfund portfolio company are as follows:

	Manhours
AEDIK	107
ALYKES	107
DETH	107
ETAD	536
OSY	1.072
ELTA	804
Growthfund	268
GAIAOSE	161
OASA	536
KATH	0
STASY	0
OKAA	161

Annex VII: Code of Conduct

Supplier Code of Conduct

1. Purpose

Growthfund (Hellenic Corporation of Assets and Participations S.A.) (hereinafter referred to as “Growthfund” or “the Company”) applies high standards of transparency and integrity across all its operations, including relationships with third parties that contract with the Company to provide goods and services, namely its Suppliers and any person acting as their representative or subcontractor. The Company expects all such parties to fully uphold the principles and values governing its operations and to demonstrate professional and ethical behavior at all times.

The Growthfund Supplier Code of Conduct (hereinafter “the Code”) aims to foster understanding and mutual alignment between the Company and its Suppliers regarding the systematic integration of business ethics and ESG principles into their operations and commitment to sustainable development.

We engage exclusively with Suppliers who share our commitment to integrity, sustainability, and respect for human rights, and who agree to comply with the requirements outlined in this Code.

2. Human Rights and Fair Working Conditions

Suppliers must fully respect the rights of their employees in accordance with applicable international and national labor and human rights laws. This includes:

- Respect for privacy and individual rights
- Prohibition of all forms of discrimination (e.g., based on race, color, age, gender, sexual orientation, nationality, disability, religious or political beliefs, union membership, etc.)
- Prevention of coercion, exploitation, and any form of harassment
- Compliance with wage regulations and/or collective agreements, legal working hours, and prohibition of child labor
- Protection against workplace violence and harassment

Suppliers are expected to adopt principles and values promoting fairness, equality, and working conditions for all employees, including ensuring decent remuneration, safe working conditions, and protection from any form of abuse or exploitation.

3. Occupational Health and Safety

Suppliers must provide a healthy and safe working environment for all employees by:

- Complying with all applicable legal requirements regarding health and safety
- Implementing effective safety measures and preventive actions to minimize workplace risks

- Providing employees with adequate training and equipment for the safe execution of their duties
-

4. Environmental Management

The protection and respect for the natural environment is a non-negotiable commitment for all. Suppliers are required to actively seek ways to reduce their environmental footprint through recycling, energy and resource efficiency, and environmentally responsible practices.

Suppliers should:

- Align with responsible business and ESG criteria, avoiding any activities with negative environmental impact
 - Maintain compliance with environmental laws and adopt practices that promote sustainable resource use and reduce of emissions and waste
 - Implement continuous improvement in environmental management, including adopting sustainable materials and technologies that reduce their environmental impact
-

5. Business Ethics

Suppliers must operate with integrity and transparency, fully complying with all applicable legal and regulatory frameworks relating to:

- Anti-corruption and anti-bribery laws
- Conflict of interest prevention
- Fair competition
- Anti-money laundering regulations

The Company maintains zero tolerance toward bribery, corruption, or any behavior that may create the appearance of such practices. Suppliers must avoid any activity that may result in a conflict of interest, including the misuse of privileged information or abuse of authority for personal gain.

6. Confidentiality and Data Protection

Suppliers are required to safeguard all confidential information shared within the scope of their collaboration with the Company, comply with applicable data protection and privacy laws, and ensure the security and integrity of their information systems (cybersecurity). Personal and sensitive data of clients and employees must be collected, stored, and processed in accordance with relevant legal frameworks.

7. Non-Compliance and Corrective Actions

In the event of non-compliance with this Code by Suppliers or their subcontractors, Suppliers are obligated to inform the Company and provide documentation of such non-compliance, including corrective measures already implemented to restore compliance.

8. Commitment and Reporting Mechanisms

Suppliers commit to complying with this Code by allocating the necessary resources and embedding relevant policies and procedures into their operations.

In cases where the terms of this Code are not adhered to, or in the event of suspected non-compliance, we encourage reporting through the designated communication channels as described in the Company's Whistleblowing Policy.

The Company has adopted and implemented a whistleblowing system for reporting irregularities or misconduct, which plays a critical role in awareness and prevention. This system ensures secure and effective reporting channels for Growthfund and its subsidiaries. Reports can be submitted via the **SAFEVOICE platform** at: <https://safevoice.growthfund.gr>. Further details can be found in the Company's Whistleblowing Policy.