

Athens, 24/4/2024

HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS S.A.

REQUEST FOR PROPOSAL (“RFP”)

**FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT
FOR A SET NUMBER OF REAL ESTATE EXPERTS
FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND
MATURATION OF THE REAL ESTATE ASSETS OF HPPC**

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1. Procedural information

Title	For the establishment of a Framework Agreement for a set number of Real Estate Experts (valuators, technical and legal consultants, financial experts etc) for the mapping, segmentation, registration, valuation, and maturation of the Real Estate assets of HPPC
Contracting Authorities	<p>A. Hellenic Corporation of Assets and Participations S.A. NUTS Code EL 303 Tel: 0030 210 0106900 Fax: 0030 210 0106953 Web: www.growthfund.gr</p> <p>B. Hellenic Public Properties Company NUTS Code EL 303 Tel: +30 210 3339416 Web: https://hppc.gr</p>
Type of contract	Framework Agreement
Framework type	Multiple providers (“Advisors”/ “Contractors”)
Number of contractors	9 (maximum)
Estimated budget of the Framework Agreement	€14,000,000 (maximum)
Registered seat of the Corporation and details for communications / access to information	4, Karagiorgi Servias street, P.C.: 10562, Athens Additional information may be requested to the following email address: info@growthfund.gr
Request for Proposal close date/time	Monday, 3 rd of June 2024, 17:00 Athens time
Estimated contract duration	A period of 24 months, starting from the date of contract signature, with the possibility for Growthfund with its sole statement to extend it for a maximum of 12 months in case the contractor is in delay for reasons which are not due to the fault of the contractor, after the submission of a relevant request from the contractor, or in case the 36.000 assets have not been exhausted. The number of assets (up to 36,000) to be included in the scope and the corresponding budget shall remain the same during such 24-month (or 36-month) period or any other period. The budget corresponds to the assessment of all 36.000 assets, irrespective of the duration of the contractual relationship.
Questions in respect of the Request for Proposal process	The interested parties can submit their questions in writing to Growthfund, until 20 days prior the RFP close date. The answers will be posted anonymously on Growthfund’s website. The questions should be submitted to the following email address: info@growthfund.gr

Proposal's language / supporting documentation language	Greek / English
Date of Publication on the Official Journal of the European Union (Publications Office of the European Union)	(23.04.2024) Publication number: JO 2024/S 80-241352

2. Background on Growthfund & Legal framework

Introduction

This Request for Proposals (RFP) is launched and managed by the Hellenic Corporation of Assets and Participations S.A. ("Growthfund"/ "Corporation"/ "HCAP").

Contracting Authorities in this RfP are the below mentioned:

Growthfund & Hellenic Public Properties Company ("HPPC or Portfolio Company")

Growthfund has its registered office at 4 Karagiorgi Servias street, Athens, Attica Region, NUTS code EL 303.

HPPC has its registered office at Voulis 7, Athina 105 62, NUTS code EL 303.

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.

In relation to the process, the Growthfund Regulation shall apply.

The evaluation of the tenders for the award of the Framework Agreement shall be carried out by the Evaluation Committee, which will consist of three (3) Members. The two (2) of three Members will come from Growthfund and the one (1) Member will come from HPPC/ETAD.

Growthfund will conduct the tender and it will also issue the call-offs.

The Framework Agreement with the same content will be signed by both Contracting Authorities, i.e. Growthfund and HPPC/ETAD, and by the respective Advisor.

Each Individual Contract will be signed by both Contracting Authorities and the respective Contractor.

The evaluation of offers for the assignment of the Individual Contracts shall be held by the abovementioned Evaluation Committee.

Pursuant to:

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

1. The Corporation operates in the public interest in accordance with the rules of private industry. It is set up to serve a specific public purpose. In particular, the Corporation manages and uses its assets in order to: (a) contribute resources for the implementation of Greece's investment policy and to make investments that contribute to strengthening the development of the Greek economy and (b) contribute to reducing the financial obligations of the Hellenic Republic, in accordance with Law 4336/2015 (Government Gazette, Series I, No 94).
 2. Further, and within the Corporation's scope, the Corporation shall also hold the State's participations in public undertakings, professionally manage, increase their value and exploit them according to international best practice and the OECD guidelines on corporate governance, corporate compliance and supervision and transparency of procedures, and in accordance with best practice with regard to socially and environmentally responsible entrepreneurship and consultation with the parties concerned by the public undertakings. Public undertakings that are controlled by the Corporation shall (a) be subject to appropriate monitoring in accordance with the rules of Greek and European legislation; (b) implement and support the Government's applicable sectorial policies; (c) when commissioned, undertake the provision of Services of General and General Economic Interest, for example by fulfilling public service obligations, in accordance with EU law and the Union's common values contained therein.
 3. In order to fulfill its purpose, the Corporation shall act in an independent, professional and entrepreneurial manner with a long-term vision in achieving its results, in accordance with its rules of procedure; it shall also act to guarantee full transparency, with a view to enhancing the value and improving the performance of the abovementioned assets as well as generating revenue.
 4. The Corporation may take any action necessary to achieve its purpose.
- B. Article 197 of Law 4389/2016 as amended, the shares of public undertakings were automatically transferred to HCAP to which HCAP will exercise the rights of the shareholder according to the provisions of law 4389/2016.
- C. Article 192 of Law 4389/2016 (Government Gazette Issue A', 94) "The Board of Directors shall have the functions referred to in Article 22 of Consolidated Law 2190/1920 with the addition of the following functions, which are indicative only: a. To enter into contractual obligations on behalf of the Corporation, including the award of contracts for the provision of goods and services".
- D. Article 377 para. 5 of Law 4412/2016 (Government Gazette Issue A' 147), as in force, the provisions of Article 189 para. 1 indent e' and 2 of Law 4389/2016 as well as any delegated acts thereof remain valid even after the entry into force of this national public procurement Law.
- E. Article 189 para. 1 indent e' and 2 of Law 4389/2016 (Government Gazette Issue A'94), the Company adopted an internal Procurement Regulation ("the Regulation"), which has been

approved by the sole Shareholder of the Company and has been published on the HCAP official website.

F. Article 2 para. 2.1.C of the Regulation

“Following a decision of the Board, the Company may utilize any other awarding procedure stipulated in EU Directive 2014/24 as implemented into Greek law by virtue of Law 4412/2016”.

G. Directive 2014/24/EU

H. Regulation (EU) 2022/576 for the amendment of Regulation (EU) no. 833/2014 on restrictive measures due to Russia's actions destabilizing the situation in Ukraine (L 111/1).

I. Directive (EU) 2015/849 of the European Parliament and of the Council

J. Law 4557/2018 as in force today

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

L. The Memorandum of Understanding (MoU) between HCAP and HPPC

3. Strategic Framework and Scope of the Project

Growthfund has a strategic priority to systematically register and assess all real estate and corporate assets held by its subsidiaries. To advance this priority, HCAP is releasing this Request for Proposal for the conclusion of a Framework Agreement to comprehensively map, segment, register, value and mature the real estate assets belonging to Growthfund's designated subsidiaries, namely HPPC. This process aims to identify assets that meet maturity criteria in technical, legal, and commercial aspects, subsequently paving the way for defining alternative strategies for their future commercial development.

3.1 Description of services

Growthfund and HPPC intend to sign a Framework Agreement with up to nine (9) schemes/contractors who shall review up to 36,000 real estate assets and validate the information identified and assess the commercialization maturity of each real estate asset.

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

The Tender Process will be conducted in accordance with Growthfund’s Procurement Regulation, as well as the provisions included in the Directive 2014/24, as currently in force and general principles foresaw in the EU law and the provisions of Law 4972/2022. Growthfund has chosen to award the Agreements 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 22/4/2024.
- ii. A publication on the Growthfund’s website.

The present procedure falls under the following CPV codes:

CPV	Description
79100000-5	Legal Services
71300000-1	Engineering Services
79419000-4	Evaluation consultancy services
71321100-5	Construction economics services

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

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

Interested parties can request clarifications via the tender email, i.e. info@growthfund.gr until 20 days before tender submission due date, while Growthfund will answer them at the latest six (6) days before tender submission date and the answers along with the questions will be posted anonymously on Growthfund’s website. Growthfund shall extend the time limits for the receipt of the Proposals so that all Interested Parties may be aware of all the information needed to produce Proposals in the cases foreseen in par. 3 of Article 47 of Directive 2014/24.

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

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

Growthfund may at any time request relevant supporting documentation to the submitted Proposal, either at this stage or prior to concluding any agreement.

In case HPPC 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, or in case this procurement

procedure is cancelled for any legal or other reason, Growthfund and/ or HPPC 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 without compensation obligation for Growthfund or HPPC concerning any reason in relation to article 44 of Law 4972/2022.

4. Methodology & Deliverables

The selected contractors shall participate in call-offs issued by Growthfund, coordinated by the Project Management Office (PMO) typically occurring every 3 to 4 months.

Each contractor shall be assigned a minimum of 1,000 assets per procurement batch, based on the lowest price offered. Prioritization of asset categories shall be guided by PMO and HPPC directives and shall be based on predefined objective criteria, notably centered around factors such as high commercial potential, feasibility, and the expeditiousness of asset maturation.

PMO in collaboration with the HPPCo will define property selection criteria for the batches related to the size of the property, urban planning status, geographical distribution, management authority, etc. taking also into account the findings of the Pilot Project

4.1. Deliverables

For the implementation of the project's scope, as described in par. 3.1., Growthfund and HPPC expect to receive by each contractor the following services, within the specified period. Each batch of real estate assets (minimum 1,000) is expected to be completed within 3-4 months (in reference to the assets under asset assessment and classification services)

A. ASSET ASSESSMENT AND CLASSIFICATION SERVICES

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

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

Specifically:

Property Technical Pre-Audit:

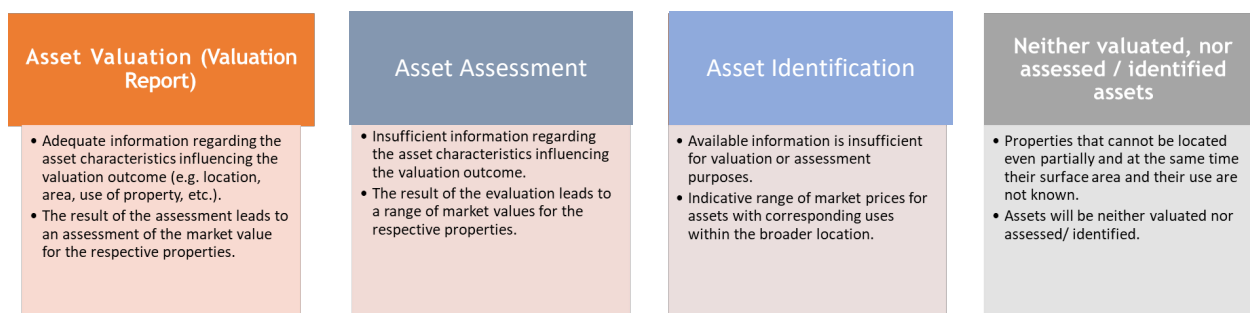
- Identification of location and general property description (property location/administrative classification, size details, accessibility, approachability, ongoing or planned infrastructure projects, presence of public utility networks, etc.)
- Property's building infrastructure, if applicable (description of buildings, construction quality, space functionality, maintenance level, existence of recent Energy Performance Certificate, etc.)
- Wider property area (location's commercial viability, existing or planned developments, etc.)
- Urban planning status (existing or planned urban planning regulations, resulting obligations and commitments, plot adequacy and buildability, urban planning legality of buildings, related actions or pending matters, construction terms, exceeding or potential transfer of building coefficient, permissible land uses, investigation of land and money contribution obligations, etc.)
- Identification of other issues and constraints (forestry, environmental, archaeological matters, coastline, Cadastre, etc.)
- Photographic documentation
- Completed property dossier (Land Registry update)

Property Legal Pre-Audit:

- Research on property ownership status:
 - i) Finding the property in the General Book Registry (Γενικό Βιβλίο Καταγραφής)
 - ii) Research on property transfer to the Greek State in the relevant Mortgage Registry or Cadastre
 - iii) Verifying if property description matches title (location, square meters, etc.)
 - iv) Investigation of property's entry into the public domain per case: e.g., inheritance, donation, third-party transfer, alienation, official publication determining coastline/old coastline, etc.
 - v) Research on legal constraints: ensuring property has not been deleted/sold/transferred. Checking for mortgages, encumbrances, disputes,

seizures, leases, legal pending matters, etc. Investigating if any part of the property falls under exceptions (shared, forested, archaeological areas, etc).

- An asset categorization based on the outcome of the review and registration of each property database providing a full description, type and main characteristics
- Based on the availability of information, indicatively four categories will be generated (upon agreement with PMO & HPPC), and pertinent reports are required for the first category (valuation):
 - i) valuation report
 - ii) assessment
 - iii) identification
 - iv) neither valued, nor assessed or identified



B. VALUATION & MATURATION SERVICES

B.1. Valuation

For a sub-group of the total assessed assets, valuations and further maturation will be performed. This number will not exceed 6,500 assets.

PMO in collaboration with ETAD will define the selection criteria for the 6,500 properties considering the above segmentation and the deliverables of the previous stage.

For these assets, the following deliverables will be expected:

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

B.2. Maturation

Based on the outcome of this exercise, a narrower number of assets will be fully matured, brought to a final stage, in order to be commercially ready. This group will not exceed 1,000 assets.

B.2.1. Technical audits: Type and nature will be agreed in collaboration with Growthfund, following a proposal by the PMO. This will include timeline for implementing technical maturity actions in consultation with Growthfund and HPPC.

Indicative tasks include:

- ✓ Topographic Studies
- ✓ Regularization of unauthorized constructions
- ✓ Building Electronic Identity
- ✓ Energy Performance Certificate
- ✓ Architectural Studies
- ✓ Urban Planning and Zoning Studies
- ✓ Environmental Studies
- ✓ Forestry Studies
- ✓ Hydraulic Studies
- ✓ Other tasks by Technical Consultant

B.2.2. Comprehensive Legal Audit: The comprehensive legal audit includes all the aforementioned pre-audit steps, plus title checks in the relevant Mortgage Registry or Cadastre and obtaining ownership certificates for encumbrances and non-disputes.

All necessary data will be delivered in digital form as described to the Contractors by the Contracting Authorities.

The Contractors must comply with the template(s) which will feed the Digital Data Management Tool all provided by the PMO.

An organizational structure will be established to oversee the receipt and control of all the deliverables.

5. Grounds of Exclusion

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

The objective of the exclusion criteria is to assess whether:

(i) an Interested Party (or a member of its administrative, management or supervisory body or a person that has powers of representation, decision or control therein) falls under the exclusion situations included in Article 57 (1) of the Directive 2014/24, i.e. whether that Interested Party has been the subject of a conviction by final judgment for one of the following reasons:

(a) participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA;

(b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law, i.e. as defined in any of the articles 159A, 236, 237 paras. 2-4, 237A para. 2, 396 para. 2 of the Greek Criminal Code;

(c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;

(d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;

(e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council

(f) child labor and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council

(ii) an Interested Party is in breach of its obligations relating to the payment of taxes or social security contributions. This exclusion ground shall no longer apply when the Interested Party has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines. Further, the Interested Parties must abide with the obligations arising from environmental, social security and labor law, as provided by Directive 2014/24 (article 18 para. 2).

(iii) an Interested Party is bankrupt or the subject of insolvency or winding up proceedings, its assets are being administered by liquidator or by the court, is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure under national laws and regulations.

(iv) an Interested Party is guilty of grave professional misconduct which renders its integrity questionable.

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

Any Interested Party who has been subject to a horizontal exclusion sanction in accordance with the applicable provisions and for the time period specified therein shall be excluded from the present procurement procedure.

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

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

Economic entities, that in any way fall under the prohibitions of Regulation (EU) 2022/576 for the amendment of Regulation (EU) no. 833/2014 on restrictive measures due to Russia's actions destabilizing the situation in Ukraine (L 111/1) shall not participate in this Call, and specifically if the economic operator is: a) a Russian citizen or a natural or legal person, entity or body that has its headquarters in Russia, or b) legal person, entity or body whose property rights are directly or indirectly held by an entity referred to in point a) of this paragraph in a percentage of more than 50% or c) natural or legal person, entity or body acting on behalf of or on behalf of an entity referred to in point a) or b) of this paragraph, including, when they account for more than 10% of the contract value, subcontractors, suppliers or entities on whose capabilities it relies within the meaning of Directive 2014/24.

6. Time and method of submission of the Offers

The offers of Interested Parties must be submitted in Greek / English language not later than **Monday, 3rd of June 2024, 17:00 pm Greece time**. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt, the Proposal shall not be evaluated.

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

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

Interested parties should submit their offer consisting of DOSSIERS A to H along with any other documents that prove experience and expertise together with all requested documents as set out below in password protected files, with the indication "FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT FOR A SET NUMBER OF REAL ESTATE EXPERTS FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF HPPC " exclusively via e-mail to the electronic mail address: info@growthfund.gr.

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

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

7. Guarantees

7.1. Framework Agreement Performance Guarantee

The signing of the Framework Agreement requires the provision of a performance guarantee, the amount of which amounts to 0.5% of the estimated value of the Framework Agreement and which shall be submitted until the signing of the Framework Agreement.

The performance guarantee covers the application of all the terms of the Framework Agreement and any claim of the Growthfund against the Contractor in its entirety and without discrimination, with the express reservation of Growthfund to pursue any additional claim.

In the event of a modification of the duration of the Framework Agreement the Contractor must submit, until the signature of the modified Framework Agreement, a supplementary performance guarantee, which shall amount to 0.5% of the amount of the Framework Agreement value for the whole duration of the Agreement.

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

7.2. Individual Contract Performance Guarantee

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

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

In the event of a modification of the duration of the contract, the Contractor must submit, until the signature of the modified contract, a supplementary performance guarantee, which shall amount to 10% of the amount of the contract value for the whole duration of the contract.

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

The letters of guarantee of the present Article of the RfP shall be formulated in accordance with Annex II herein.

8. Qualifications and Criteria

Interested Parties are required to demonstrate their financial and technical standing and professional experience in relation to the assignment. The selection criteria for this Request for Proposals, including the minimum levels of capacity, the basis for assessment and the evidence

required, are specified in the following subsections. Proposals submitted by Interested Parties not meeting the minimum levels of capacity envisaged in the following paragraphs of the present article will be rejected and shall not be evaluated.

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

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

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

8.1. Financial Records (DOSSIER A)

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

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

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

8.2. Track Record & Experience (DOSSIER B):

Interested parties must prove that they have:

- A minimum of one (1) project within the past three (3) years, related to the provision of market value assessment of a portfolio of more than 1,000 properties or at least 1,000 property valuations of different types of use classes (minimum requirements of land, residential, office, retail, and industrial uses)
- A minimum of five (5) projects within the last three (3) years related to asset or real estate portfolio management (Technical, Legal and Commercial maturation)

Within the above context, the Proposal is required to include a catalogue of all relevant projects in which the interested party has participated in the last three (3) years with a description of the services provided, the project budget, the interested party's role in the project, as well as the project's start and completion dates.

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

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

Interested Parties may rely on other entities in order to fulfill the aforementioned required three (3) year experience. In this case, they should prove that they will have the necessary resources at their disposal, by presenting the relevant commitment of the entities on which they rely.

8.3. Quality Assurance Qualifications (DOSSIER C):

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

- Certificate of ISO 9001:2015 or equivalent for quality management

In case of a consortium at least the Leader shall hold the above certificate.

Interested parties cannot rely on other entities to cover the above requirements.

8.4. Project Team & Organization (DOSSIER D):

Candidates are required to have sufficient staff in number and professional skills for the implementation of the Project. Specifically, **as cut off criteria**, it is required to establish a Project Team which will have the following structure and relevant experience:

- **Project Manager (PM) – certified Real Estate valuator**, who will have the overall responsibility of the Contractor’s work, the management, the progress, and the coordination of all members of the project team, will be responsible for ensuring the quality of the project, as well as the compliance with all the standards set by Growthfund. They will also undertake the operational representation of the Contractor for the specific project, vis-à-vis Growthfund.
- **Valuators**
- **Financial experts**
- **Technical experts**
- **Legal Advisors** specialized in real estate evaluations

Specifically:

- **The Project Manager (PM)** should hold the following expertise and years of experience in accordance with their relevant CV
 - Hold a certification by a professional body (RICS, TEGOVA or other equivalent standard)
 - 15 years of professional experience in real estate valuations, with a proven track record in feasibility studies / complex valuations (i.e., having utilized at least two (2) valuation methods) carried out for assets of significant size, value etc.
 - Excellent knowledge of English language
- The **Valuators** (minimum 4 persons) should hold the following expertise and years of experience in accordance with their relevant CV
 - Certified Real Estate Valuers, that will hold either one of the following two (2) qualifications: 1) MRICS and 2) REV
 - 12 years of professional experience in real estate valuations, with a proven track record in feasibility studies / complex valuations (i.e., having utilized at least two (2) valuation methods) carried out for assets of significant size, value etc.

- Excellent knowledge of English language
- The **financial experts** (minimum 3 persons), the **technical experts** (minimum 4 persons) (civil engineers, architects, survey engineers & urban planners) and the **legal advisors** (minimum 3 persons) should hold the following expertise and years of experience in accordance with their relevant CV
 - University degree relevant to their field
 - 12 years of professional experience

The above will be assessed by the curriculum vitae that will list the experience with a brief description of the main projects in which each person has participated, with an indication of the economic value of the project, the time of implementation, the recipient of the project, the position in the team.

The above provisions do not prejudice the Contractor's right to make use of additional Subcontractors as stipulated in Article 10. Subcontracting

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

A description of the proposed methodological approach to the assignment, identification of critical issues, and an indicative work plan, outlining key steps in the process, as well a timetable with key deliverables taking into account the program milestones.

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

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

8.6. ESPD (DOSSIER F):

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

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

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

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

8.7. Financial Offer (DOSSIER G):

The financial offer (the “**Financial Offer**”) shall include the total fee to be paid for all described services in the present RfP (up to 36,000 assets, including 6,500 to be valuated, including 1,000 to be matured) In relation to every batch of assets Growthfund shall set a maximum budget per batch in relation to each call-off and the asset batches will be awarded to the Contractors on a basis of the lowest price.

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

The Financial Proposal shall be:

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

Attention is drawn to the following points:

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

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

8.8. Conflict of interest (DOSSIER H)

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

Interested Parties and each individual member of the proposed Project Team must declare in writing under the form of solemn declaration that, at the time of the submission of the Proposal,

they do not have a conflict of interest in connection with the engagement. Such obligation for the absence of any conflict of interest shall be in effect throughout the term of the engagement.

Regarding all Certified Real Estate Valuers, the following must be submitted:

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

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

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

9. Clarifications

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

10. Subcontracting

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

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

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.

The Interested Parties cannot cooperate with the subcontractor of another Interested Party at any stage of the tender procedure as well as subsequently.

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

In order to fulfil the eligibility criteria, an Interested Party may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. Regarding technical and professional selection criteria, a Tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.

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

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

Interested Parties must prove that they will have at their disposal the resources necessary for the performance of the Contracts by producing a commitment letter, signed by the authorized representative of such an entity, and the supporting evidence that those other entities have the respective capacities in accordance with the terms of this RFP. In particular, a document shall be submitted (agreement or, in the case of a legal person, a decision of the competent administrative body or, in the case of a natural person, a self-declaration), under which both the tendering economic operator and a third-party tenderer of the financial and / or technical and / or professional capacity of the entity, declare that it is at the disposal of the tenderer for the performance of the Contract. The relevant document should be detailed and state at least the specific resources that will be available for the performance of the contract and how they will be used to perform the contract. The third party will explicitly undertake to make the specific resources available to the tenderer during the term of the contract and the tenderer will make use of them in the event that the contract is awarded to them. In case the third party possesses financial standing, it will also state that they become, jointly with the tenderer, responsible for the performance of the contract. In case the third party possesses technical or professional suitability related to the qualifications and professional experience defined in the case in Part II of Annex XII of Directive 2014/24 or with the relevant professional experience, they will commit to perform the tasks or services for which the specific skills are required, stating the part of the contract that they will perform.

12. Duration & Budget

The duration of the Framework Agreement will be up to 24 months, with a possible unilateral extension on the part of Growthfund of a maximum of 12 months, if such need arises during the project, until the provided number of assets under the present RfP is assessed.

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

Growthfund, HPPC and the Contractors can agree the extension of the Framework Agreement under the same fee, submitted in the frame of the present RfP for a period of time longer than 36 months, in order the assessment of all 36.000 assets to be completed.

The total number of assets (up to 36,000) will be divided into a set of batches (of minimum 1,000 assets each). Each batch is expected to be concluded in 3-4 months depending on the call-offs as described by the PMO.

The total budget for the Framework Agreement and the whole duration of the project, including any extension is €14,000,000 plus VAT. The budget of each batch of assets will be determined in the call-offs organized by the PMO.

The Budget includes all fees and expenses to be paid to the Contractors as per the execution of the Individual Contracts.

The above volumes are estimates only and there is no commitment as to the exact quantities of Services to be ordered. The actual volumes will depend on the quantities which Growthfund will order through the corresponding call-offs. Growthfund is not under any obligation to proceed to call-off contracts in relation to all or a specific minimum number of assets but rather may at its sole discretion decide on the number and size of batches.

The maximum amount covering the provision of all Services within the total duration of the engagement is €14,000,000 excluding VAT (the "Budget"). Under no circumstances, the total sum of the call-off contracts shall exceed the Budget.

Upon due and proper performance of the Services, and approval of the assigned deliverables, the relevant contractor shall issue his invoice. The contractors will receive notification specifying the company's name and the corresponding invoicing amount (based on invoice percentages).

Growthfund and/or HPPC 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 and/ or HPPC.

13. Selection Process

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

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

For the purposes of the present RFP, the Technical Award Criteria weighting, will be 70% and the Financial Award Criterion, i.e. the total sum of fees corresponding to all services described in the present RfP, weighting will be 30%.

In particular:

Technical Award Criteria:	Weight per criterion
1. Organisation consisting of: (1) Relevance: clarity and consistency of project, understanding of the scopes and objectives of the Framework Agreement; extent to which they match the themes and priorities and objectives of the Framework Agreement; (2) Methodology: design and implementation: methodology for implementing the project (concept and methodology, internal procedures, risks, and risk management); description of support facilities for the implementation of framework services; (3) Organization of work and resources and speed of delivery of services: quality of the tenderer and project teams’ structure; project management; quality assurance processes, appropriate procedures and problem-solving mechanisms, structures for cooperating within the project teams and coordinating the work, time to deliver services [estimated months/batch].	60% (10%) (20%) (30%)
2. Management Team Roles, skills and structures to be established for replying to individual assignments and for cooperating within the consortium. Relevance of qualifications of experts’ team to the requirements of the project.	40%
Total Number of points	100%

Each criterion will be scored 5 points when all the conditions of the technical specifications are met and increases up to 10 when the requirements of the specific criterion are exceeded. The result of the technical evaluation is the sum of the points obtained based on the evaluation of each criterion multiplied by corresponding weights.

Only those tenders that score at least 5 points in each one of the two above technical award criteria, namely Organization, Management Team, will be considered for the award of the Framework Agreement. Proposals not reaching the minimum quality thresholds will not be further evaluated. Their Financial Proposals will therefore not be considered for determining the most economically advantageous Proposal.

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

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

Where:

Bmax: The maximum score received by the highest-ranking Technical Proposal

Bi: The score of the Technical Proposal i

Kmin: Financial score of the lowest Financial Proposal

Ki: Financial score of the Financial Proposal i

Li: Price quality ratio

The Proposal offering the best (highest) price-quality ratio is the proposal with the highest Li

All results will be rounded to two digits after the decimal, using standard rounding.

Should the outcome of the formula lead to two or more Interested Parties with the same result (Li), the Interested Party who has been awarded the highest marks for quality (highest Bi) will be deemed to be the most economically advantageous tender.

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

14. Terms of the Call

Each Contractor will be selected in accordance with article 44 of Law 4972/2022, the Directive 2014/24/EU and the Growthfund's Procurement Regulation. The date and place of opening of the Proposals shall be determined following decision of the competent Growthfund body and as provided by Growthfund's Procurement Regulation. The assessment shall take into consideration the criteria as set above. Growthfund may require any clarification, addition, or adjustment of the submitted documentation as deemed necessary.

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

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

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

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

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

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

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

Any dispute arising under, or out of, or in connection with the present RFP including the Proposals submitted and the agreement to be signed, shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece and the governing law will be the Greek Law. As regards the administrative appeals the provisions of Section IV (Arts. 345 et) of Law 4412/2016 will apply.

The Proposals that will be submitted are considered as suggestion to Growthfund and not as accepted proposals. Any conditional Proposals and/ or any terms and conditions contained in the Proposals which are not in compliance with this Request for Proposals shall not be taken into consideration and shall not bind Growthfund in any way whatsoever either in the course of the Tender Process or thereafter.

The award of the assignment is subject to the submission of required documentation/ proofs and conclusion of a written contract. In case the preferred bidder fails to agree with Growthfund and

HPPC 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.

Following the selection process, the advisor(s) will be invited to conclude the agreement with Growthfund and HPPC (ANNEX I).

Growthfund will announce under this framework specific call – offs under which the asset batches will be provided to the contractors for evaluation through which the awarded/selected contractors provide written notices that state:

- Their absence of conflict of interest with the subsidiary, i.e. HPPC or proposed asset batches
- The acknowledgement of the context requirements of the deliverables as set in Section 4. Deliverables
- The acceptance of the set timeline and expected delivery date

After the signing of the Framework Agreement with up to 9 Contractors, the asset batches will be awarded to the Contractors on a basis of the lowest price. Each call off will begin with a request for proposal to the contractors, that will include the technical details of the under evaluation assets and will set the estimated value of the respected call off and the request to submit the tender (financial offer) in at least (10) ten days from the sending the request to each contractor by email, as stated by the contractors in their tender in the Framework Agreement.

The Evaluation Committee will evaluate the tenders that will be submitted for each call-off on the basis of the lowest price.

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

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

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

The signature of the Framework Agreement does not impose an obligation on HCAP and/or HPPC to conclude any Individual Contract with an Advisor. HCAP or HPPC may at their sole discretion and at any time, award one or more contracts for the provision of any and all the services in the RFP or other related services or activities to economic operators outside the Advisors, in line with

its Procurement Regulation and applicable law, without being liable in any way towards the Advisor and any of the Advisors and/or third parties. No person acquires any right or claim to compensation (not even for the cost of submitting a Proposal against HCAP or HPPC, its employees, officers and agents in general, or other claim to make good losses against HCAP or HPPC arising from any award of contract to any person that is not a party to the Agreement.

15. Reasons for rejecting offers – Termination – Penal Clauses

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

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

m) if during the control of the above certification documents, it is found that the information declared is intentionally fraudulent, or that it has been falsely submitted evidence.

Without prejudice to the grounds for termination provided for in the Agreement, Growthfund may terminate without an obligation for compensation for Growthfund or HPPC, the Agreement during its term, 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.

In case of a delay in the delivery of Services due to the Contractor, Growthfund is entitled to terminate the Framework Agreement and Individual Contracts with immediate force and without any obligation for compensation.

The Contractors shall participate in the call-off process only if they have fulfilled all their obligations in relation to previous batches.

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

- i) For a delay within a period not exceeding 50% of the Agreement's total duration, a penalty that amounts to 2.5% of the contract price, excluding VAT of the services provided on time, shall be imposed.
- ii) For a delay of more than 50%, a penalty of 5% of the late Services' contract price, excluding VAT, shall be imposed.
- iii) Penalties regarding exceeding of partial deadlines are independent of those imposed for the exceeding of the contract's overall duration and may be revoked with a reasonable decision by the authority if the services relating to the above partial deadlines are provided within the contract's overall duration and its authorized extensions and provided that the entire contract has been fully executed.

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

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

16. Procedure – Evaluation of the Offers

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

DOSSIER G must be password protected with a different password from the other files - if not, then the Tenderer will be automatically disqualified. After the evaluation of all DOSSIERS, apart from DOSSIER G (financial offer) and under the condition that statements confirming the absence of conflict of interests are included, only the Tenderers that do not fall under the grounds for exclusion and meet the selection criteria set out in sections above and are accepted and their technical offers have been evaluated, will be invited electronically to send the password for DOSSIER G.

17. Data Protection

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

18. Successful tenderer's supporting documents

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

More specifically, the supporting documents required are the following:

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

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

For corruption, as defined in Article 3 of the convention to combat corruption involving officials of the European Communities or its Member States of the European Union (OJ C 195 of 25.6.1997, p. 1) and in article 2 paragraph 1 of framework decision 2003/568/JHA of the Council, of 22 July 2003, on the combating corruption in the private sector (OJ L 192 of 31.7.2003, p. 54),

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

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

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

For money laundering or financing of illegal activities terrorism, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and the Council, of 26 October 2005, on the prevention of using the financial system to launder income from illegal activities and the financing of terrorism (OJ L 309 of 25.11.2005, p. 15).

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

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

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

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

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

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

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

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

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

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

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

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

19. Signing of the Framework Agreement

After the Evaluation Committee evaluates the successful tenderer's supporting documents, and on condition that they fully comply with the terms of this RfP, Growthfund invites the Contractor to sign the Framework Agreement.

Before signing of the Framework Agreement, the Contractor will be required to issue and submit to Growthfund a letter of guarantee for the good performance of the Services for an amount which will be equal to 0.5% of the estimated value of the Framework Agreement.

Annex I

Framework Agreement

Between

Hellenic Corporation of Assets and Participations &
Hellenic Public Properties Company

And

.....

Athens,2024

This Framework Agreement is made between:

- a. The company under the name Hellenic Corporation of Assets and Participations S.A. (hereinafter called “HCAP” / “Growthfund”),
- b. the company under the name Hellenic Public Properties Company S.A. (hereinafter call “HPPC” / “HCAP portfolio company”)

And

.....

(hereinafter called the “Advisor”),

(HCAP, HPPC and the Advisor hereinafter also called each one of them a “Party” and together the “Parties”)

Whereas:

1. On 2023, HCAP published a Request for Proposals **FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT FOR A SET NUMBER OF REAL ESTATE EXPERTS FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF HPPC** (the “RfP”).
2. The RfP describes the specific nature of the services to be provided as well as the main terms and conditions for their performance.
3. The RfP stated that up to nine service providers (“Advisors”) would be selected.
4. HCAP and HPPC have decided to conclude a Framework Agreement with each service provider that has been selected (each an “Advisor” and collectively the “Advisors”) and to subsequently conclude specific contracts with an Advisor to cover particular assignments.
5. The mutual rights and obligations of HCAP, HPPC and the Advisor shall be as set forth in this Framework Agreement.

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

DEFINITIONS For the purposes of this Framework Agreement:

“Agreement” means this Framework Agreement.

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

“Proposal” means the offer separately submitted by a specific Advisor in response to the RfP.

“Offer means the offer submitted by an Advisor in response to a request for an assignment distributed or requested by HCAP.

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

“Services” means those services which will be provided by the Advisor pursuant to this Agreement and which are defined in Article ... and in the RfP.

SUBJECT MATTER

This Agreement covers the provision of Services to HCAP and HPPC, as specified in the RfP.

The procedures for the award and performance of Assignments are set out in Article below.

The Advisor will be requested to appoint a named individual, as well as a back-up person with overall responsibility for managing and administering this Agreement, including indicatively requests for Assignments from HCAP, proposals and contracts concluded with HCAP and HPPC, ongoing communications and others as the case may be.

This Agreement does not confer on any of the Advisors any exclusive right to provide services to HCAP and/ or HPPC, with the express reservation of the obligations of the Advisors in relation to conflict of interest and there is no obligation on HCAP and/or HPPC to request services from the Advisors by virtue of the present agreement.

DURATION

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

The Agreement is concluded for an initial period of 24 months. This contractual period and all other periods specified in the Agreements are calculated in calendar days with the possibility for HCAP to extend it unilaterally for a maximum of 12 months, in case all batches have not been completed within the 24-month period, under the same fee.

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

fee, submitted in the frame of the present RfP for a period of time longer than 36 months, in order the assessment of all 36.000 assets to be completed.

The total fee for the whole duration of the project, including any extension as described above remains the same.

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, or longer.

The Agreement shall continue to apply to Individual Contracts executed prior to the expiration of the Agreement, irrespective of whether the Agreement expires during their term.

Any Individual Contract aiming at the implementation of the Agreement shall be signed before the Agreement lapses. The Agreement continues to apply to such Individual Contract after its expiry.

PROCEDURE FOR AWARDING SPECIFIC ASSIGNMENTS

HCAP will announce under this framework specific call – offs under which the asset batches will be provided to the contractors for evaluation through which the awarded/selected contractors provide written notices that state:

- Their absence of conflict of interest with HPPC or proposed asset batches
- The acknowledgement of the context requirements of the deliverables as set in Section 4. Deliverables of the RfP
- The acceptance of the set timeline and expected delivery date

After the signing of the Framework Agreement with up to nine (9) Contractors, the asset batches will be awarded to the Contractors on a basis of the lowest price. Each call off will begin with a request for proposal to the contractors, that will include the technical details of the under evaluation assets and will set the estimated value of the respected call off and the request to submit the tender (financial offer) in at least (10) ten days from the sending the request to each contractor by email, as stated by the contractors in their tender in the Framework Agreement.

The Contractor will be required to issue and submit to HCAP a letter of guarantee for the good performance of the Services for an amount which will be equal to 10% of the estimated fee.

Each Assignment is likely to vary in duration and size; the scope of work of each Assignment will be similar or constitute a subset of the broader scope of work provided for in relevant section above. The detailed objectives, task descriptions, deliverables, expertise requirements and other practical details of each specific Assignment called off under the respective Agreement will be finalized upon the issuance of the Call-Off Notice and the conclusion of the Individual Contract between HCAP, HPPC and the Advisor. However, Individual Contracts based on the Agreement shall not entail substantial modifications to the terms laid down in this Agreement. It is noted that the Growthfund may specify additional experts and the respective required qualifications, skills, expertise, and experience depending on the scope and nature of the Assignment.

In case an Advisor fails to provide adequate justification for not submitting a proposal for the award of an Assignment, more than twice during the term of the Agreement, Growthfund shall be entitled to terminate the respective Agreement.

-The final terms related to the Assignment will be reflected in the Individual Contract. The Individual Contract will be concluded between HCAP, HPPC and the successful Advisor (in case of consortium by the Lead Member on behalf of all consortium members) (the now called "Project Advisor"), by reference to the provisions of the respective Agreement. The signing of the Individual Contract entails the confirmation of the availability of the experts proposed by the Advisor.

-Upon signing the Individual Contract, the Advisor shall present a letter of guarantee for the proper execution of the Contract pertaining to the Agreement, amounting to 10% of the estimated value of the Contract. The letter of guarantee shall be returned to the Advisor upon the due completion of the services involved in the Individual Contract.

-The period for the provision of the Project Advisor's services commences from the date on which the Individual Contract has been signed by the last Party.

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

-In case HPPC 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, or in case this procurement procedure is cancelled for any legal or other reason, HCAP and/or HPPC in all cases shall not bear any responsibility of financial or other nature towards the Contractor or any other party.

OBLIGATIONS OF THE CONTRACTOR

The Contractor shall deliver the Agreement 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 Services by its personnel. The Contractor shall use up-to-date, relevant professional techniques and standards in order to deliver the Services with the

care, skill and diligence required in accordance with the Good Industry Practice, all applicable laws, enactments, orders, regulations, standards and other statutory instruments and all applicable terms and conditions of this Agreement.

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

During the execution of the Agreement 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 HCAP a letter of guarantee for the good performance of the Individual Contract, amounting to 10% of the estimated value of the Individual Contract, covering the whole duration of the Individual Contract, based on template which has been provided to the Contractor. The letter of guarantee shall be returned to the Contractor upon the due completion of the Individual Contract. In the event of a modification of the duration of the contract, the Contractor must submit, until the signature of the modified contract, a supplementary performance guarantee, which shall amount to 10% of the amount of the contract value for the whole duration of the contract.

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

THE CONTRACTORS' REPRESENTATIONS AND WARRANTIES

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

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

The Contractor shall not subcontract and have the Contract implemented by third parties – beyond the parties already mentioned in the tendering process – without prior written authorization from HCAP. The Contractor shall notify HCAP in writing of the subcontractors that

are proposed to be involved in the implementation of the Agreement, as well as the specific Services that said subcontractors will deliver in relation to the Assignment.

In any event, the Contractor may not fully subcontract the Services to be delivered in relation to an Assignment. The use of subcontractors shall not relieve the Contractor from any of its liabilities or obligations under the Agreement 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 HCAP or HPPC 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 HCAP and HPPC or the persons designated by it from time to time. Otherwise, HCAP 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 HCAP and only with another person of corresponding qualifications or experience. The Contractor is obliged to notify HCAP in writing fifteen (15) days before the replacement.

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

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

TERMS OF PAYMENT

The maximum amount covering the provision of all Services within the total duration of the engagement, including any extension as described above, is [*] excluding VAT (the “Budget”). Under no circumstances, the total sum of the Contracts shall exceed the Budget.

The Contractor shall be paid as set out in the call-offs. Prices shall be expressed in Euro and shall exclude VAT.

The Contractor will be informed of the name of the company, the amount, and the percentage at which he will issue the invoices.

HCAP and/or HPPC 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 HCAP and/or HPPC.

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

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

TERMINATION – PENAL CLAUSES

The Agreement shall be terminated upon expiry of its Term.

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

HCAP may terminate the Agreement and/or an Individual Contract indicatively in the following circumstances without having an obligation for compensation:

- a. if the Contractor is unable due to its own fault to obtain any permit or license required for implementation of the Agreement;
- b. if the Contractor fails to perform its obligations properly or in due time, under the Agreement or is in breach of another substantial contractual obligation 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 labor law established by Union law, national law, collective agreements or by the international environmental, social and labor law provisions listed in Annex X to Directive 2014/24;
- e. if the Contractor is in a situation that could constitute a Conflict of Interest, subject to Article [*] hereinabove;

- f. if a change to the Contractor's legal, financial, technical, organizational or ownership situation is likely to substantially affect the implementation of the Agreement or substantially modify the conditions under which the Agreement was initially awarded;
- g. in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Agreement and/or the Individual Contract would mean that HCAP / HPPC'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.
- k. There is any reason in relation to article 44 of Law 4972/2022.

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

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

The Contractor shall take all appropriate measures to minimize costs, prevent damage caused to HCAP / HPPC 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 HCAP / HPPC as a result of the termination of the Agreement and/or an Individual Contract including the cost of appointing another contractor to deliver the Services.

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

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

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

- i) For a delay within a period not exceeding 50% of the Agreement's total duration, a penalty that amounts to 2.5% of the contract price, excluding VAT of the services provided on time, shall be imposed.
- ii) For a delay of more than 50%, a penalty of 5% of the late Services' contract price, excluding VAT, shall be imposed.
- iii) Penalties regarding exceeding of partial deadlines are independent of those imposed for the exceeding of the contract's overall duration and may be revoked with a reasonable decision by the authority if the services relating to the above partial deadlines are provided within the contract's overall duration and its authorized extensions and provided that the entire contract has been fully executed.

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

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

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

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 HCAP, in writing, without delay. The Contractor shall immediately take all the necessary steps to rectify this situation. HCAP 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 HCAP's Code of Conduct, which is attached as Annex [*] and in connection with the provision of services to HCAP and HPPC 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 HCAP /HPPC , (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 HCAP/HPPC. 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 HCAP and has the obligation to rectify the aforementioned situation as soon as HCAP requests it. HCAP 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 HCAP about any circumstance that may substantially affect its ability to either effectively perform its services to HCAP/HPPC or comply with applicable laws and regulatory requirements.

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

PERSONAL DATA

The Parties shall take all necessary technical and organizational measures to ensure that the requirements of the General Data Protection Regulation are met, namely Regulation (EU) 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as with the Greek Law 4624/2019, as in force.

HCAP and/or HPPC acts as data controller with respect to personal data of individuals which may be collected in the context of the implementation of the Agreement and the 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 HCAP and/or HPPC, as may be required.

CONFIDENTIALITY – INTELLECTUAL PROPERTY

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

The Contractor shall not use Confidential Information and Documents for any reason other than fulfilling its obligations under the Agreement, unless otherwise agreed with HCAP 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. HCAP agrees to release the Contractor from the confidentiality obligations earlier;
- b. the Confidential Information or Documents become public through other means than a breach of the confidentiality obligations;
- c. the disclosure of the Confidential Information or Documents is required by law.

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

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

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

ASSIGNMENT

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

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

LIABILITY

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

HCAP and/or HPPC 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 HCAP and/or HPPC and keep them indemnified for all actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities incurred and/or suffered by HCAP and/or HPPC arising from, out of or in connection with:

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

In the event of any action brought by a third party against HCAP and/or HPPC in connection with the implementation of the Agreement, the Contractor shall assist HCAP and HPPC.

The Contractor does not acquire towards HCAP and/or HPPC 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 HCAP and/ or HPPC for the implementation of the Agreement.

FORCE MAJEURE

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

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

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

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

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.

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.

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.

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.

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.

MISCELLANEOUS

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

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

In witness whereof, the Parties hereto have concluded three (3) original copies of this Agreement and each party received one.

For Hellenic Corporation of Assets and Participations S.A.

For Hellenic Public Properties Company S.A

For the Advisor .

Annex II

Performance Guarantee for the Framework Agreement

Issuer: (Full Name)

Date of issue:

To: (Full name)

(Address)

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 Framework Agreement (title of the Framework Agreement), according to the (number/date) Request for Proposals "FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT FOR A SET NUMBER OF REAL ESTATE EXPERTS FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF HPPC".

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

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)

Performance Guarantee for the Individual Contract

Issuer: (Full Name)

Date of issue:

To: (Full name).....

(Address)

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 Individual Contract), according to the (number/date) Request for Proposals "FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT FOR A SET NUMBER OF REAL ESTATE EXPERTS FOR THE MAPPING, SEGMENTATION, REGISTRATION, VALUATION AND MATURATION OF THE REAL ESTATE ASSETS OF HPPC"

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

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 III - 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 and constitutes part of Dossier F.*

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