

**REQUEST FOR PROPOSALS FOR THE PROVISION OF VDR SERVICES
TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND SA (“HRADF”)
IN RELATION TO THE CONCESSION OF THE ATTICA MOTORWAY**

Athens, May 10th, 2022

1. Introduction

1.1. Pursuant to:

- i. the provisions of Law 3986/2011 on “Emergency Implementation Measures for the Medium-Term Fiscal Strategy Framework 2012-2015” (Government Gazette A’/151/2011), by virtue of which the Hellenic Republic Asset Development Fund SA (“**HRADF**” or “**Fund**”) was established with the sole object of developing, assets of the Hellenic Republic, as well as assets of public law legal entities (bodies) or public companies, the share capital of which is fully owned, directly or indirectly, by the Hellenic Republic or public law legal entities
- ii. the decision no. 195/27.10.2011 of the Inter-ministerial Committee of Asset Restructuring and Privatisation (Government Gazette B’ 2501/04.11.2011), by virtue of which the Hellenic Republic transferred to HRADF the right to grant to third parties the concession right over the Attica Motorway for a time period up to 25 years after the expiration of the concession agreement dated 23.05.1996 between the Hellenic Republic and the current concessionaire ATTIKI ODOS S.A., which was ratified by Law 2445/1996 (Government Gazette A’ 274)
- iii. the provisions of the HRADF’s updated Asset Development Plan (ADP) dated April 5th, 2022, as approved by the Board of Directors of the HRADF on April 26th, 2022 and endorsed by means of a relevant decision by the Government’s Council for Economic Affairs and Policy on May 4th, 2022 (Government Gazette B’ 2197/05.05.2022),

the Fund launched an international tender process in two phases, as per the rules of the relevant invitation for submission of expressions of interest dated January 20th, 2022, for the award of a services concession agreement in relation to the financing, operation, maintenance and exploitation of the Attica Motorway (the “**Project**”).

- 1.2.** Within this framework, HRADF is seeking through a tender process held under the rules of this Request for Proposals (the “**Tender Process**”), to receive Virtual Data Room (“**VDR**”) services by a leading and experienced firm (or a consortium) specialized in high-quality VDR services (the “**Provider**”) for the purposes of the Project. The Tender Process will be conducted in accordance with the provisions of the Procurement Regulation of HRADF (hereinafter referred to as the “**Procurement Regulation**”) as amended and codified by the Decision No 2/16128/0025 of the Minister of Finance (Government Gazette B’ 476/2014).

2. Scope of Work – Minimum Requirements

- 2.1.** This assignment includes the provision of VDR services in relation to the Project. The VDR services to be provided must meet the following minimum requirements:

- Constant availability of customer and users support
 - Ability to include watermarks in every document and assign different permission on a per document level.
 - Unlimited Number of users and storage
 - Advanced Questions and Answers (“Q&A”) module with the ability to:
 - i. Manage multiple topics
 - ii. Assign questions to different users
 - iii. Attach document to questions and/or answers and
 - iv. Export all questions and answers in excel format
 - Bulk upload of files and documents with the ability to retain the same indexations when uploaded
 - Ability to generate traffic statistics report
 - Ability to bulk download the entire content of the VDR
 - Ability to Include custom disclaimers before being able to view the VDR content
 - GDPR Compliant handling of personal data
 - SOC 1 or SOC 2 compliant.
- 2.2.** The Provider, as well as the servers where the data will be uploaded, must be ISO 27001 Certified in order to ensure security, availability, and privacy of the data.
- 2.3.** The Provider must engage at least three (3) administrators readily available for the administration of the VDR services.
- 2.4.** The Provider must provide free of charge at least three (3) encrypted USBs including the entire VDR at the termination of the engagement.
- 2.5.** The data of the Project must be stored in servers based in the European Economic Area.

3. Budget and timeline

- 3.1.** The VDR services shall be provided for duration of up to **eighteen (18) months** following the date on which the VDR facility is made accessible to external users, i.e., prequalified investors and their advisors (the “**Execution Period**”). The VDR services shall be provided free of charge for a period of at least three (3) months as of the signing of the relevant contract with the Provider, during which the VDR facility shall be accessible to HRADF’s team and advisors for the Project (the “**Preparatory Period**”). Following the expiration of the Execution Period, the duration of the engagement may be extended on a monthly basis and for an additional period of up to twelve months (the “**Retention Period**”), in accordance with the Procurement Regulation of the Fund, if such extension is deemed necessary by HRADF.

- 3.2.** The maximum **available budget** for the provision of the VDR services is Euros two hundred fifty thousand (**€ 250.000**) **excluding VAT**. The available budget includes any and all expenses required to complete the assignment.

4. Qualification and Criteria

The Proposals of the Interested Parties are required to include the following:

- 4.1. Compliance to the minimum requirements (Dossier A):** The Interested Parties are required to demonstrate that they meet the minimum requirements for the provision of the VDR services as described under Section 2 of this Request for Proposals. Interested Parties are required to submit their accreditations, certifications, any other respective documentation, along with any recommendations from companies and bodies to which they have provided VDR services in order to prove their compliance to the minimum requirements for the provision of the VDR services as described under Section 2. The respective dossier of the Proposal must also include the required documentation as regards certification according to ISO 270001, proof that the Provider has the capacity to store the data of the Project in servers based in the European Economic Area, as well as the solemn declaration on the absence of conflicts of interest and non-application of UN or EU sanctions and/or restrictive measures in accordance with Annex 1 of this Request for Proposals.
- 4.2. Financial Offer:** The Proposal is required to include a detailed financial offer in Euro (€), including an analysis and structure of the quotation of fees (**Dossier B**):

For the Execution Period:

Detailed per MB pricelist for uploading any type of file, broken down as follows:

- (a) Price per MB for files up to a total file size of 130 GB.
- (b) Price per MB for files of total size > 130 GB (applicable to the file size above 130GB).

For the Retention Period:

- (c) Detailed per MB pricelist for documents already uploaded.

The Financial Offer must be unconditional and without any reservations and it cannot exceed the Budget stated in paragraph 3.2 of this Request for Proposals.

- 4.3.** Interested parties must declare in writing, in accordance with Annex 1 hereto, that they and the proposed VDR administrators do not have a conflict of interest at the time of the Submission of their Proposal with the Project. Such a declaration confirming the absence of any conflict of interest shall be in effect throughout the term of the engagement of the VDR Provider with HRADF.
- 4.4.** The Fund may exclude an Interested Party, if such Interested Party is subject to United Nations (UN) sanctions and/or European Union ("EU") restrictive measures implemented pursuant to any EU Regulation under Article 215 of the Treaty on the Functioning of the European Union (OJ L 326) or Decision adopted under the EU Common Foreign and Security Policy (including Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's

actions destabilising the situation in Ukraine, as amended and currently in force). Same applies if the Interested Party is under the control, directly or indirectly, either by contract or de facto, or is acting on behalf or at the direction of an entity which is subject to such sanctions and/or restrictive measures. Accordingly, Interested Parties are required to submit, in Dossier A, a solemn declaration in accordance with Annex 1 hereto. The Fund is entitled to require, at its sole discretion, any further information from the Interested Party in order to ascertain compliance with this paragraph.

- 4.5. Interested Parties must meet all the qualifications described under this Section. Candidates who fail to submit their Proposals fully compliant to the qualifications required under this Section of this Request for Proposals, shall be disqualified from the Tender.
- 4.6. The Provider must observe and abide by the rules provided for in art. 7 of the Law 3049/2002 and particularly their professional code of conduct and relevant confidentiality rules even after the conclusion of their engagement.

5. Selection Process

- 5.1. The assignment will be awarded in accordance with the provisions of the Law 3986/2011 and article 2.4 of the Procurement Regulation of HRADF (Min. Finance Decision 2/16128/0025/2014, Governmental Gazette B' 476/26.02.2014), as in force.
- 5.2. The Proposals submitted by the Candidates will be assessed and evaluated on the basis of their Financial Offer and according to the Weighted Average Cost per MB to be calculated as follows:

Scoring Formula

The lowest of: $(50\% * \text{price per MB up to 130GB for the Execution Period}) + (30\% * \text{price per MB for more than 130GB for the Execution Period}) + (20\% * \text{price per MB for the Retention Period})$

- 5.3. The tender will be awarded to the Candidate with the lowest Weighted Average Cost per MB ("**Preferred Bidder**"). HRADF has the right to declare the Candidate with the second lowest Weighted Average Cost per MB score as the substitute of the Preferred Bidder ("**Substitute Preferred Bidder**").
- 5.4. HRADF may request additional documents and/or clarifications and/or information from the Candidates in connection with any issue related to their Proposal, if deemed necessary.
- 5.5. The Proposal, cumulatively consisting of DOSSIERS A and B, including the declarations confirming the absence of any conflict of interest and non-application of UN or EU sanctions and/or restrictive measures in accordance with Annex 1 of this Request for Proposals, as well as any other supporting documentation which proves the suitability of the Interested Parties for the provision of VDR services as per the minimum requirements described under Section 2, are permissibly submitted:
 - i. either electronically, by e-mail at the e-mail address: tender@hraf.gr (for the attention of Mrs. Chrysoula Rallia), marked "REQUEST FOR PROPOSALS FOR THE PROVISION OF VDR SERVICES IN RELATION TO THE CONCESSION OF THE ATTICA MOTORWAY" (Please note

that the maximum size of the e-mail should not exceed 8MB, the attached files should not be compressed (.zip) and their names should not exceed 20 characters).

- ii. or by uploading the files to a secure electronic file to be created by the Fund, upon request by the Candidate and notification of the correspondent's e-mail address to: tender@hraf.gr up to 48 hours prior to the deadline for the submission of proposals, in order for the latter to be sent the instructions and passwords for uploading the tender material (maximum overall file size 15GB).

5.6. The Proposals are required to be submitted no later than **June 16th, 2022, at 17:00**, Athens time. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected. In the case of a late receipt, the Proposal shall not be evaluated.

5.7. HRADF reserves the right to enter into discussions and negotiations with the Preferred Bidder to improve its financial offer, prior to the final award of the assignment. The award of the assignment is subject to the conclusion of a written contract or engagement letter (the “**Contract**”).

5.8. HRADF reserves the right, at its exclusive discretion and acting in good faith, to award the Tender Process to the Substitute Preferred Bidder in case the Preferred Bidder fails, within a reasonable period of time, to agree with HRADF the terms and conditions of the Contract. In such a case, and for the avoidance of doubt para 5.7 of this Request for Proposals shall apply.

5.9. The Contract shall include, at least, the following terms:

i. Liability

Except in cases of force majeure, the Provider shall compensate HRADF for any damage sustained by it as a result of the implementation of the Contract or because the assignment was not implemented in full compliance with the Contract. The Provider shall be liable for any fault, whether by intent or negligence of any kind, in connection with or arising out of the Contract or any addition or variation thereto. Any limitation of liability agreed under the Contract shall be subject to the governing law.

The Provider does not acquire towards HRADF’s officers, agents and/or employees and/or advisors, any right or claim for compensation, or indemnification, or other, for any reason or cause related to the Contract.

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

ii. Conflict of Interest

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

Any situation constituting or likely to lead to a conflict of interests during the implementation of the Contract shall be notified to HRADF, in writing, without delay. The Provider shall immediately

take all the necessary steps to rectify this situation. HRADF reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

iii. Confidentiality

The Provider shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract, with the exception of information that is publicly available. The Provider shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract, unless otherwise agreed with the other party in writing. The Provider shall be (itself and any member of its team) bound by the confidentiality obligations hereby during the implementation of the Contract and for a period of five (5) years starting from the final payment made, unless:

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

iv. Payment

HRADF shall pay the Provider's fees within a period to be specified in the Contract following the date of submission of detailed invoices and or copies of appropriate corresponding evidence and/or any other document required by the accounting services of HRADF in accordance with applicable law.

All payments under the Contract are exclusive of VAT. Any withholding or deduction of any tax assessment or other central or local government charge of any nature shall be made in accordance with applicable law and HRADF will have no obligation to gross up any withholding or deduction.

v. Assignment

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

vi. Suspension & Termination

(i) Suspension of the Contract

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

(ii) Termination of the Contract

The Contract shall terminate upon expiry of the duration specified in the Contract (and in this Request for Proposals). HRADF reserves the right to terminate the Contract with or without cause upon written notice to the Provider with immediate effect. The Provider may terminate the Contract only with cause upon prior written notice to HRADF as will be specified in the Contract.

vii. Governing law

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

viii. Jurisdiction

The courts of Athens, Greece shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from, under or in connection with the Contract. The parties irrevocably waive any right they may have to object to any action being brought in those courts, to claim that the action has been brought to an inconvenient forum or to claim that those courts do not have jurisdiction.

ix. Miscellaneous

(i) Whole Agreement

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

(ii) Validity of Contract terms

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

6. Terms and Conditions

- 6.1.** The participation in the Tender Process entails the full and unconditional acceptance of the rules of the Tender Process and of this Request for Proposals by the Candidates. Accordingly, any conditional offers and/or any terms and conditions contained in the Proposals which are not in compliance with this Request for Proposals shall not be taken into consideration and shall not bind HRADF in any way whatsoever, either in the course of the Tender Process or thereafter.
- 6.2.** The Proposals to be submitted, the Tender Process and this Request for Proposals are governed by and construed in accordance with the laws of the Hellenic Republic, taking also into consideration the prevailing market conditions, the practice of HRADF and its internal policy, including terms and conditions customary in the circumstances.

- 6.3.** HRADF and/or any of its advisors and/or agents and/or employees and/or officers are not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this Request for Proposals. No person acquires against HRADF, the Hellenic Corporation of Assets and Participations (HCAP) and/or their officers, agents, employees and/or advisors, any right or claim for compensation, or indemnification, or other, for any reason or cause related to this Request for Proposals and/or the 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 Request for Proposals and the Tender Process in general.
- 6.4.** HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the process, without incurring any liability whatsoever as against any participant and/or any third party.
- 6.5.** The Fund reserves the right, according to the Procurement Regulation, to extend and/or amend the engagement with the Provider in order to include complementary services which may be required and cannot be identified today, but which shall prove to be inseparable from the original engagement, or which may be absolutely necessary for the completion of the assignment.
- 6.6.** Any dispute arising under, or out of, or in connection with the present Request for Proposals including the Proposals submitted shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.

7. Confidentiality – Personal Data

- 7.1.** The Fund shall treat all information submitted by the candidates during the Tender Process as strictly confidential. All information shall be used strictly for the purposes of evaluation of the Proposals and the Fund shall endeavor to take all necessary measures to ensure their confidentiality.
- 7.2.** The Fund acts as data controller regarding personal data of individuals which are collected in the context of the Tender Process (indicatively as per Qualification & Criteria of Section 4 in this Request for Proposals). The collection and processing of any personal data is to be conducted in accordance with the provisions of the applicable national and European legislation on data protection, especially, 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.
- 7.3.** The purpose of processing of personal data as per paragraph 7.2 is the implementation of the Tender Process, the evaluation of Proposals submitted by the candidates, as well as of the Contract, and their monitoring, the safeguarding of the Fund's rights and the security and protection of transactions in general, the fulfilment of the Fund's legal obligations, the prevention of fraud against the Fund, as well as informing the candidates with regard to the evaluation of their submitted Proposals.

- 7.4.** Said personal data may be shared with the Hellenic Corporation of Assets and Participations (HCAP), public entities and judicial authorities within their competence.
- 7.5.** The personal data collected and processed in the context of the Tender Process may be retained for a period starting from the date of their receipt and lasting: (a) for 10 years in case no Contract is concluded (b) for 20 years in case a Contract is signed. After the expiration of the above periods the personal data will be properly destroyed.
- 7.6.** Pursuant to the General Data Protection Regulation, natural persons have the following rights regarding the processing of their personal data: (a) access and information, (b) correction, (c) deletion, (d) limitation of processing, (f) opposition to the processing of their personal data, including opposition to automated decision making and profiling, and (g) data portability. For the enforcement of said rights or any other related enquiry, persons concerned may address the Fund in writing (e-mail: dpo@hraf.gr). The Fund shall take every possible measure to satisfy data subject's requests within reasonable time and not later than one (1) month at most, which may be extended by two (2) more months at most if the request is complex or there is a large number of requests, informing the data subject of such delay within one (1) month from receipt of the request. The Fund has the right to reject the request for erasure of any natural person's data, if their retention is necessary for compliance with a legal obligation, for the performance of a task carried out in the public interest, for archiving purposes in the public interest, or for the establishment, exercise or defence of legal claims or third-party claims. The enforcement of said rights does not relieve Interested Parties from their obligations deriving from their participation in the Tender Process.
- 7.7.** All candidates shall comply with the existing national and European legal and regulatory framework with respect to the protection of personal data and shall take all necessary technical and organizational measures to ensure that the requirements of the General Data Protection Regulation are met. More specifically, by submitting a Proposal, the Interested Parties declare that they have established the legal basis for the transfer and provision of all personal data provided to the Fund in the context of the Tender Process and that they have properly informed all natural persons, whose personal data are being provided to the Fund, in accordance with the requirements of the national and EU legislation on personal data protection.

ANNEX 1

TEMPLATE SOLEMN DECLARATION

SOLEMN DECLARATION

(Article 8 Law 1599 / 1986)

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

To ⁽¹⁾ :	HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.						
First name:				Last name:			
Father's First & Last name							
Mother's First & Last name							
Date of birth ⁽²⁾ :							
Place of birth:							
Identity card number:				Tel:			
Residence Location:				Street:			No:
						Postal Code:	
Fax:				Email			

In my own responsibility and under my capacity as legal representative of the legal entity with the corporate name [●] (*full corporate name*), with registered offices at [●] (*address, country*) (**the "Candidate"**) and knowing the sanctions (3) set in the provisions of paragraph 6 of Article 22 of Law 1599/1986, I hereby declare that:

(a) the **Candidate and the proposed VDR administrators do not have a conflict of interest with the Project**, as specified in the Request for Proposals for the provision of VDR services to the HELLENIC REPUBLIC ASSET DEVELOPMENT FUND SA ("**HRADF**") in relation to the concession of the Attica Motorway issued by HRADF on 06.05.2022 (the "**Request for Proposals**"), and b) the **Candidate is not** subject to United Nations (UN) sanctions and/or European Union ("EU") restrictive measures implemented pursuant to any EU Regulation under Article 215 of the Treaty on the Functioning of the European Union (OJ L 326) or Decision adopted under the EU Common Foreign and Security Policy (including Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended and currently in force), and it is **not** under the control, directly or indirectly, either by contract or de facto, and it is **not** acting on behalf or at the direction of an entity which is subject to such sanctions and/or restrictive measures. This declaration shall be in effect throughout the term of the engagement for the provision of VDR services to HRADF.

(4)

Date:

The declarant:

[Signature]

- (1) Filled in by the applicant, the citizen or Authority or Public Sector Service to which the application is addressed.
- (2) Written in full.
- (3) "Whoever knowingly declares false facts or denies or conceals the truth by a written solemn declaration of Article 8 shall be punished with imprisonment of at least three months. If the perpetrator of these acts intended to obtain pecuniary advantage harming others, or intended to harm others, is punished by imprisonment of up to 10 years.
- (4) In case of insufficient space, the declaration continues on the back and is signed by the declarant.