



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

REQUEST FOR PROPOSALS
TO ACT AS TECHNICAL ADVISOR TO HRADF
FOR THE PRIVATISATION OF PORT AUTHORITIES

Athens, February 4th, 2020

1. Introduction

1.1 Pursuant to:

- I. the provisions of the single article of Law 3985/2011 “Medium Term Fiscal Strategy 2012-2015” (Government Gazette A’/151/2011), which approved the Medium Term Fiscal Strategy 2012-2015 and the “Privatisation Programme 2011-2015” (Chapter B’, Part II “Privatisations”),
- II. 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, which are included in the Privatisation Programme,
- III. the provisions of Law 4046/2012 (Government Gazette A’/28/2012) “Approval of the Draft Agreements for Financial Assistance Facility between the EFSF, the Hellenic Republic and the Bank of Greece, of the Memorandum of Understanding between the Hellenic Republic, the European Commission and the Bank of Greece and other provisions for the reduction of the public debt and the salvage of the national economy”, which updated the Privatisation Programme included in Annex IV,
- IV. the provisions of paragraph 4.4 (Structural Policies for the enhancement of competitiveness and development - Privatisation) of Law 4336/2015 (Government Gazette A’/94/2015) “Ratification of the draft agreement for the Financial Support from the European Stability Mechanism and provisions for the implementation of the Financing Agreement”,
- V. the Joint Ministerial Decision No 222/5.11.2012 issued by the Inter-ministerial Committee for Asset Restructuring & Privatisation (ICARP) (Government Gazette B’/2996/12.11.2012), transferring shares corresponding to the 100% of the share capital of

the following 10 Port Authorities to the Fund: Alexandroupolis, Kavala, Volos, Patras, Igoumenitsa, Corfu, Heraklion, Lavrion, Elefsina and Rafina, each hereinafter referred to as a **“Port Authority”**),

VI. the provisions of the Procurement Regulation of HRADF (hereinafter referred to as the **“Regulation”**) as recently amended and codified by the Decision No 2/16128/0025 of the Minister of Finance (Government Gazette B’/476/2014),

HRADF intends to exploit all the 10 Port Authorities through sub-concessions, master concessions or sale of shares. This assignment is solely for the exploitation by sale of shares of up to (4) Port Authorities within the timeframe of this engagement – it should be noted that other advisors have been onboarded for the other type of exploitation methods. This assignment encompasses the sale of a majority of the shares in those Port Authorities which effectively means the necessity for a shareholders’ agreement with the investor as well as a revision of the underlying concession agreement between the Hellenic Republic and the Port Authority (each referred to hereinafter as the **“Port Transaction”** and collectively as the **“Project”**).

1.2 Within the above framework, HRADF is seeking to employ a leading maritime consultant to act as its technical advisor (the **“Advisor”**) in order to offer its services and the necessary technical assistance for the appropriate preparation and execution of the Project. The Advisor should have a full understanding of the technical, engineering, traffic, operational, commercial and financial dynamics and drivers of ports in Europe and particularly in Greece.

2. Scope of Work

Within the framework of the Project, the Advisor is expected to provide, inter alia, the following services per each Port Authority (the **“Services”**), following a previous written request by HRADF:

2.1 Review and assess any existing technical reports;

2.2 Review of the Greek and regional macroeconomic environment with regard to the 4 Port Authorities to be selected for privatisation and its infrastructure (the **“Port Infrastructure”**) (macro).

2.3 Review of any available data relating to the 4 Port Authorities to be selected and the Port Infrastructure (micro).

2.4 Provision of a Market Review Report in relation to the 4 Port Authorities to be selected, including, but not limited to the following:

- Review of its market;
- Key industry trends as well as demand drivers / stage of the industry in the respective markets;
- Detailed profile of organic market growth potential;
- Historical and projected development of market shares;
- Competitive landscape;
- Competitor mapping (positioning of competitors, strategic direction, etc.);
- Key success factors (with regard to customers).

2.5 Review, assessment and elaboration on the current status of the 4 Port Authorities to be selected and the Port Infrastructure (Port Authorities and Port Infrastructure Report) from commercial and operational point of view. In this respect, the Advisor shall be required, *inter alia*, to:

- Review, document and elaborate on all Port Infrastructure, including indicatively location, catchment area and hinterland (for volume off take/ movement), age of assets, facility characteristics, equipment (capacity gantry cranes, outreach, gauge, speed, etc), physical description, hours of operations, staffing, etc;
- Review and elaborate as regards the positioning of the 4 Port Authorities to be selected, its strategy, situation, customers, management organization, etc;
- Review and assess the operational efficiency of the 4 Port Authorities to be selected;
- Provide a SWOT analysis.

2.6 Together with the management team of the each of the 4 Port Authority to be selected and the other advisers of HRADF, the Advisor shall develop the appropriate business plan, as well as the financial forecast and model for the concession. This task includes, but is not limited to the following:

- Review of the port tariffs by customer type.
- Review and elaboration on the historical and projected volume developments of the Port (including relevant breakdowns by type).
- Review and elaboration on the historical cargo and passenger traffic and the business plan assumptions of the Port (including relevant breakdowns by type).
- Review and elaboration on the historical development of types and volumes of ships and the business plan assumptions of the 4 Port Authorities to be selected.
- Elaboration of a detailed long-term forecast of the 4 Port Authorities' traffic, with breakdown of traffic (e.g. by cargo, passenger, ships, etc.)

- Review and elaboration of company contracts with shipping lines and other customers.
- Review and elaboration of operating costs by cargo segment.
- Review and assessment of historical and planned capital expenditure programmes.

2.7 Prepare and submit a Technical Due Diligence Report for each of the 4 Port Authorities to be selected including relevant updates as may be reasonably requested from the HRAF, which will be shared with the investors prequalified in the second phase of the tender process and on which the preferred bidder may rely, subject to the delivery of a reliance letter and upon payment of an additional fee payable by the preferred bidder.

2.8 In conjunction with other advisors of HRADF, the Advisor shall assist and contribute in the preparation and execution of the Port Transaction process, from its initial preparation to the consummation of the Port Transaction, which may include, but is not limited to, the following:

- assistance in the preparation of the marketing materials/ transaction documents based on the Technical Due Diligence Report;
- evaluation and compilation of data room information, site visits and other data gathering;
- assistance during the due diligence process, during which the Advisor shall be readily available for Q&A sessions with potential investors and provide answers to the written questions of potential investors in relation to the Technical Due Diligence Report or to other technical / commercial matters;
- evaluation from a technical point of view of any proposal made by the interested parties/pre-qualified investors to HRADF in cooperation with the other advisors of HRADF, following which the Advisor may be required to submit written recommendations where appropriate;
- participation in presentations to the interested parties/pre-qualified investors;
- co-ordination with HRADF and the negotiating team, assistance in planning the negotiation strategy, participation in the relevant negotiations, assessment, from a technical point of view, of the proposed financial terms and conditions of the Port Transaction tender documentation, drafting all the technical specifications, parts and terms of the Port Transaction documentation (including but not limited to the share purchase agreement, the shareholders' agreement and the revised concession agreement) and assistance in drafting the relevant parts of such documentation to the other advisors employed by the HRADF;

- support for the incorporation of necessary amendments into the existing Concession Agreement between the Hellenic Republic and the Port Authority, in order to reflect any changes to the concession assets;
- assistance, in cooperation with HRADF's other advisors, in the formulation of recommendations as to the activities and development of the Port Authority following the Port Transaction, as well as with additional related matters that may arise, as a result of the Port Transaction;
- assistance and advice provided to HRADF and its other advisors in relation to the Port Transaction closing and the fulfillment of any conditions thereof;
- assistance in collecting any Government approvals and/or other approvals from the relevant European Institutions, as necessary to implement the Port Transaction, together with the other advisors of HRADF;
- other technical / commercial advisory services as may be required from time to time;
- any required recommendation to the Board of Directors and/or the Council of Experts of HRADF (in English and Greek), justifying the proposed course of action in the different steps of the implementation of the Port Transaction up to its Closing.

3. Duration and Fees

- 3.1** The Duration of the engagement shall be twenty four (24) calendar months **or** until the closing of the Project (whichever event occurs first). By the end of the initial contract period an extension of the duration of the engagement may be agreed upon if it is deemed necessary for the closure of the Project, under the terms provided for in the Procurement Regulation of HRADF.
- 3.2** HRADF reserves hereby the right to extend or amend the engagement with the Advisor in order to include complementary services which may be required and cannot be identified today, but they shall prove either to be inseparable from the original engagement without causing a major issue or because they are absolutely necessary for the completion of the Project, in accordance with the provisions of the Procurement Regulation of HRADF.
- 3.3** The maximum available budget for the assignment, including any and all expenses, is Euro 120.000 (excluding VAT) per Port Transaction.
- 3.4** The Advisor should be aware of the approved expenses policy applicable as regards the reimbursement of the Advisors expenses by HRADF.

4. Necessary Qualifications

The Interested Parties should be able to demonstrate their technical standing and professional experience in relation to the assignment tendered. In particular, the Interested Parties should be able to demonstrate:

4.1 Track Record & Experience: Proof of relevant experience in the provision of expert technical advisory services in privatizations, mergers & acquisitions, and concessions of infrastructure assets. Experience in the Greek market will be highly appreciated. The Proposal should include obligatorily a catalogue of all relevant projects in which the Interested Party has participated in the last 10 years (**DOSSIER A'**).

4.2 Project Team: Proposed team composition (and its proposed structure) including the relevant experience of the leader and senior members of the team in the areas noted under 4.1. Proposals should include CVs and a list of all relevant projects proving experience of all the members of the proposed project team. The suggested senior members of the project team may be replaced only with HRADF's prior consent, which shall not be unreasonably withheld or delayed. (**DOSSIER B'**).

4.3 Methodological Approach: Interested parties should submit in their proposal a brief description of the proposed approach to the assignment, identification of critical issues, methodologies to be applied as well as its deliverables including an indicative timetable (**DOSSIER C'**).

4.4 Fees: The Dossier should include a detailed fee analysis and structure quoting and analysing separately the following: a) Fees on a per Port Transaction Basis, which shall be the same for all 4 Port Transactions and shall not differentiate for each Port Transaction and b) Expenses at a capped amount. (**DOSSIER D'**).

4.5 The Interested parties and the members of their proposed teams must declare in writing that they do not have a conflict of interest. Such a declaration confirming the absence of any conflict of interest shall be in effect throughout the term of the engagement of the Advisor with HRADF.

4.6 The Interested Parties must meet all the qualifications as described above under 4.1 through 4.5. Interested Parties who fail to submit Proposals fully compliant to the qualifications required under 4.1 through 4.5. of this RfP shall be disqualified from the Tender.

4.7 The Advisor must observe and abide by the rules provided for in art. 7 of the Law 3049/2002 and, in particular, their professional code of conduct and the 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 the provision of Article 2.4 of the Procurement Regulation of the Fund, as currently in force.

5.2 The Interested Parties shall be assessed and in accordance with the table below. The tender will be awarded at the Interested Party with the highest score.

5.3 The Interested Parties will be evaluated on the basis of the following criteria and their respective weighting:

Criterion	Weighting
Track Record & Experience - DOSSIER A'	25%
Project Team - DOSSIER B'	30%
Methodological Approach - DOSSIER C'	25%
Fees & Expenses – Dossier D'	20%

5.4 HRADF may request additional documents and/or clarifications and/or information from the Interested Parties in connection with any issue related to their Proposal as deemed necessary.

5.5 The Proposal, consisting of DOSSIERS A', B, C' and D', the declarations confirming the absence of any conflict of interest and any other supporting documentation which proves the required experience and expertise of the Interested parties as well as of the individual members of their proposed team, are permissibly submitted only electronically by email at the e-mail address: tender@hraf.gr (for the attention of Mrs. Chrysoula Rallia), marked **"PORT AUTHORITIES: REQUEST FOR PROPOSALS FOR TECHNICAL ADVISOR"**.

5.6 DOSSIER D' must be protected with a password; if not, the Interested Party shall be automatically disqualified. Following the assessment of DOSSIERS A', B', C', and provided that the declarations confirming the absence of any conflict of interest are included, only the Interested Parties which comply with the requirements under para. 4.6 (regarding DOSSIER A', B', and C') will be invited via e-mail to send the password for DOSSIER D'. The

Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of DOSSIER D', the Interested Parties (invited to send the password for DOSSIER D') will be notified about the outcome of the process.

5.7 The Proposals must be submitted no later than **Monday 9th March 2020, 17:00, Athens time**. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected.

5.8 HRADF reserves the right to ask from the Interested Party with the highest score to improve its financial bid, prior to the final award of the assignment.

5.9 The award of the assignment is subject to the conclusion of a written contract.

6. Terms and Conditions

6.1 The Proposals to be submitted and this Request for Proposals, as well as the engagement letter, are and shall be governed by and construed in accordance with the laws of the Hellenic Republic, taking also into consideration the prevailing market's levels, the practice of HRADF and its internal policy, including terms and conditions customary in the circumstances.

6.2 The interested parties accept hereby the approved expenses policy of HRADF on the reimbursement of expenses to be incurred by them in case of award of the tender.

6.3 HRADF or any of its advisers, or agents, or employees, or officers is not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this Request for Proposals. No person acquires against HRADF and its officers, agents, employees and officers, or the Hellenic Corporation of Assets and Participations (HCAP) or the 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 Proposal and/or the participation in the Tender. 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 The Fund reserves the right to amend the engagement in order to include complementary services that shall be deemed required and cannot be identified today but shall prove to be of real importance for the engagement and their separation from the engagement would cause a significant problem or delay for the Project, or services that shall be deemed absolutely necessary for the completion of the Project.

6.5 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.

6.6 Any dispute arising under, or out of, or in connection with the present Request for Proposals, including the Proposals submitted and the engagement letter, shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.

7. INFORMATION FOR PERSONAL DATA PROCESSING

I. Information

The Hellenic Republic Asset Development Fund which is based in Athens, 1 Kolokotroni and Stadiou Str, 105 62, Phone: +30 210 3274400, e-mail: info@hraf.gr, informs, in its role as controller, the natural person that the Fund itself (or Hellenic Corporation of Assets and Participations S.A., public entities and judicial authorities within their competence) will process the following data:

A. Type and source of data

The personal data included in the present Request for Proposals (the “RfP”) (indicatively as per Qualification & Criteria in paragraph 4 of the RfP), which is submitted to the Fund in the context of this tender process by a natural person.

B. Purpose of Processing

Processing purpose is the evaluation of the proposals, the implementation of the Tender Process, as well as of the engagement letter, and their monitoring, the safeguarding of the Fund’s rights and the security and protection of transactions in general, the fulfillment of the Fund’s legal obligations, the prevention of fraud against the Fund, as well as informing Interested Parties with regard to the evaluation of their submitted Proposals as per section 5 of the RfP.

C. Recipients of Data

The recipients of the above (under para. A) data with whom data may be shared are the following: Hellenic Corporation of Assets and Participations S.A., public entities and judicial authorities within their competence.

II. Retention period

The data under para. A may be retained for a period starting from the date of their receipt and lasting: (a) for 20 years in case no engagement letter is concluded (b) for 20 years after the termination of the engagement letter, in case an engagement letter is signed. After the expiration of the above periods the personal data will be destroyed.

III. Rights enforcement

1. The natural person has the right to know which of their personal data are or have been processed, to oppose and to object to the processing of data which concern them for purposes other than those described above in par. I B, as well as to transmit their data to another controller, without the objection of the Fund. For the enforcement of said rights persons concerned may address the Fund in writing (email: dpo@hraf.gr). The enforcement of said rights regarding the processing of personal data of the above para. A. concerns exclusively their correction or update in order for those to be complete and accurate.

2. The enforcement of said rights does not relieve Interested Parties from their obligations deriving from their participation in the tender process.

3. The Fund has the right to deny 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 defense of legal claims or third-party claims.

IV. Obligations of the Fund

The Fund has the obligation to take every reasonable measure to ensure the confidentiality and the security of personal data processing and the protection of said data from accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure of, or access to, personal data by anyone, as well as from any other form of unlawful processing. Capitalised terms herein shall have the meaning attributed to them in the RfP.