



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

REQUEST FOR PROPOSALS
TO ACT AS LEGAL ADVISOR TO HRADF
IN RELATION TO THE RIGHT IN THE UNDERGROUND NATURAL GAS STORAGE FACILITIES
IN SOUTH KAVALA (UGS)

Athens, 3 August 2018

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 decision no 195/27.10.2011 of the Inter-ministerial Committee for Asset Restructuring and Privatisations S.A. (“ICARP”) of the Hellenic Republic, by virtue of which HRADF was granted the right to convert and develop the depleted offshore natural gas field of South Kavala into the country’s first Underground Gas Storage (“UGS”) facility;
- vi. the provisions of the updated Asset Development Plan of the HRADF, as approved by HRADF’s BoD and endorsed by means of a relevant decision by the Government’s Council for Economic Affairs and Policy on the 7th of June 2018;
- i. the provisions of the Procurement Regulation of HRADF (hereinafter referred to as the “**Procurement Regulation**”) as recently amended and codified by the Decision No 2/16128/0025 of the Minister of Finance (Government Gazette B’/476/2014), namely articles 2.1, 2.3, 2.5 and 2.6;



the Asset Development Plan of HRADF, as it currently stands, foresees the development of the country's first Underground Gas Storage ("UGS") facility in the depleted offshore natural gas field of South Kavala which lies approximately 30 km south from the city of Kavala in Northern Greece (the "Project"). The project is included in the current list of Projects of Common Interest of the European Commission.

- 1.2. Within this context, HRADF is seeking to appoint a highly experienced and reputable law firm in Greece to act as legal counsel on Greek and European Union law matters (the "Advisor") with respect to the Project and the implementation of the respective transaction (the "Transaction") irrespectively of the proposed structure to be adopted by the Fund. The Advisor is expected to offer legal services of the highest quality and experience, covering the entire range of Greek and European Union law issues which are related to the implementation of the Project, and to coordinate with the Fund's other professional advisors with respect thereto (the "Services").

2. Scope of Work

The Services to be assigned include the provision of legal advice and assistance to the Fund and its other advisers in relation to all issues of Greek and EU law, in relation to the Project and its implementation, irrespectively of the Transaction structure to be followed. The assignment will include the following:

2.1. During the **Preparatory Period** (inter alia) the Legal Advisor will:

- (a) Review and assess from an EU and Greek law perspective the current applicable statutory and regulatory framework of the natural gas market and of underground gas storage facility in particular;
- (b) Review and assess the existing legal and contractual framework and status of the UGS taking into account the existing contract between the Greek State and the company named "Kavala Oil SA", dated 23.11.1999, as ratified by the Law 2779 / 1999 and as in force;
- (c) In co-operation where appropriate with any other professional advisors identify alternative scenarios for the Transaction structure and the critical issues arising from them;
- (d) Provide legal advice on all the preparatory actions that need to be carried out in view of the forthcoming privatisation in accordance with the preferred Transaction structure to be adopted and the legal and regulatory framework within which it will be implemented;
- (e) Support the Fund in its communications with third parties in respect of points (a) through (d) above;
- (f) Prepare the required legal opinions – supporting memos to the Fund regarding the issues under points (a) through (d) above in the Greek and / or English language.

2.2. During the **Implementation Period** (inter alia) the Legal Advisor will:

- (a) Prepare a legal report identifying all the issues in connection with the preferred structure of the Transaction which may have an impact on the implementation of the Project;
- (b) Assist, in co-operation with any other professional advisors, in the co-ordination of the implementation of the Transaction from its initial preparation to the final negotiation and consummation;



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- (c) Cooperate and liaise with the other advisors of the Fund and provide legal advice and opinions to HRADF, as may be requested, including also review of any opinions, presentations etc, provided by other advisers;
- (d) Prepare, draft and deliver, in co-operation with the other professional advisors of the Fund, any and all customary documentation which are necessary for the implementation of the Transaction and during the negotiations with the potential investors and/or third parties and stakeholders and their advisers (including but not limited to, Invitation for the Expression of Interest, Request for Proposals, draft transaction documents, confidentiality agreements, and any other document(s) which may be required for the Transaction;
- (e) provide legal support in relation to the data and information to be included in the virtual data room with respect to the Transaction and throughout its operation. Provide a legal due diligence report if necessary and required by the Fund;.
- (f) In co-operation with the other advisors of the Fund where appropriate, evaluate from a legal point of view any proposal made by any potential investor, and submit their written recommendations to the HRADF;
- (g) Provide legal advice and assistance in any other aspect of the Project and the Transaction, relating to any obligations vis-a-vis the competent EU authorities and/or any third parties and stakeholders and assistance in the negotiations;
- (h) Provide legal advice and assistance in relation to any other action that may be required for the implementation of the Transaction, including review and legal advice regarding the contracts that the Fund shall enter.

3. Duration and Budget

- 3.1. Duration:** The duration of the engagement shall be thirty (30) calendar months or until the completion of the Transaction, whichever event occurs first. HRADF reserves the right to extend the duration of the engagement, if such extension is deemed necessary for the completion of the Transaction.
- 3.2. Budget:** For the Services tendered, the maximum available budget for fees and expenses, is EUR 180.000,00 excluding VAT.

4. Qualifications and Criteria

The Interested Parties should be able to demonstrate their standing and professional experience in relation to privatisation transactions in general and more specifically transactions similar to the assignment tendered. In particular, the Interested Parties should be able to demonstrate:

4.1. Track Record & Experience:

Proof of relevant track record and experience in the provision of expert legal services in relation to transactions in the energy sector and in particular the gas sector. Any experience in concessions and/or in other transactions similar to the Project shall be highly appreciated. The dossier of the proposal should include a catalogue of all relevant projects in which the Interested Party has participated in the last ten (10) years. The Interested Parties should demonstrate that they have the



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necessary breadth of experience and expertise as well as the resource capabilities in terms of a multidisciplinary team of professionals for rendering the Services (**DOSSIER A'**).

4.2. Project Team:

Proposed team composition and its proposed structure, including relevant experience (as per 4.1) of the engagement leader and of the senior members of the team. The engagement leader has to be a practitioner of law for at least fifteen (15) years post qualification. The senior members of the team (at least two) should have at least eight (8) years of law practice post qualification. Proposals should include CVs of all members of the engagement team. Moreover, a list of all relevant projects proving the experience of the individual members of the team should be submitted and included in the proposal. The suggested engagement leader and senior members of the project team shall remain the same and may only be replaced upon HRADF's prior consent (**DOSSIER B'**).

4.3. Methodological Approach:

Interested parties should present in their proposal an understanding of the context and challenges of the Project and a brief description of the proposed approach to the assignment and also include an indicative work plan outlining key steps in the process as well as key deliverables, including an indicative timetable (**DOSSIER C'**).

4.4. Financial Offer:

The proposal should include a **financial offer in a separate dossier protected with a password**, containing a detailed budget analysis and structure for the fees, including (a) the proposed by the Interested Party budget that should depict the maximum (capped) amount of fees and expenses for the Duration of the engagement, which should be unconditional and without any reservations and (b) the proposed hourly rates per qualification level, in the following manner: (i) partner, (ii) senior associate (more than 8 years of post-qualification experience) and (iii) associate (up to 8 years of post-qualification experience). For reference purpose and only, the Interested Parties should also indicate the standard hourly rates charged per qualification level as described above. Expenses should be calculated and quoted separately at a capped amount. The type of the expenses and their settlement will have to comply with the Project Expenses Policy of HRADF (**DOSSIER D'**).

4.5. The Interested parties and each member of their proposed project team must declare in writing that they do not have, at the time of the submission of the proposal, a conflict of interest. Such 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 their proposal fully compliant to the qualifications required under 4.1 through 4.5 of this Request for Proposals (the "**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 article 2.3 of the Regulation, as currently in force.



- 5.2. The Interested Parties are assessed and evaluated in accordance with the table below. The tender will be awarded at the Interested Party with the highest score.
- 5.3. The Interested Parties are evaluated on the basis of the following criteria and their respective weighting:

Criterion	Weighting
Track Record & Experience - DOSSIER A'	25%
Project Team - DOSSIER B'	25%
Methodological Approach - DOSSIER C'	20%
Financial Offer - DOSSIER D'	
Maximum Budget	10%
Weighted Hourly Rate	20%

The Weighted Hourly Rate will be calculated as the weighted average of the proposed hourly rates per qualification level, as described under 4.4, multiplied by the corresponding weightings, as provided in the table below;

Qualification Level	Weighting
Partner	30%
Senior Associate	40%
Associate	30%

The weightings reflect the anticipated involvement of the various qualification levels of the engaged lawyers. The Weighted Hourly Rate for each proposal will be calculated by applying the following mathematic formula:

Weighted Hourly Rate =

[(Hourly Rate for Partner x 30%) + (Hourly Rate for Senior Associate x 40%) + (Hourly Rate for Associate x 30%)].

- 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 e-mail at the e-mail address: info@hraf.gr (for the attention of Mr. Yiannis Zapantis), marked **"REQUEST FOR PROPOSALS TO ACT AS LEGAL ADVISOR REGARDING HRADF's PARTICIPATION IN THE UNDERGROUND NATURAL GAS STORAGE FACILITIES IN SOUTH KAVALA"**.



- 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 are submitted **no later than the 23rd of August 2018, 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.
- 5.8.** 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 RfP, as well as the Advisor's engagement letter for the assignment, are governed by and construed in accordance with the laws of the HR, 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.** Payment of expenses to the Advisor shall be subject to the Project Expenses policy of HRADF on the reimbursement of the expenses of its Advisors.
- 6.3.** HRADF or any of its advisors, or agents, or employees, or officers are not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this RfP. No person acquires against HRADF and its officers, agents, employees and officers, or the Hellenic Corporation of Assets and Participations S.A. or the Advisors any right or claim for compensation, or indemnification, or other, for any reason or cause related to this RfP 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 RfP 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.** Any dispute arising under, or out of, or in connection with the present RfP including the proposals submitted and the Advisor's engagement letter for the Transaction, shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.



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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, each natural person that the Fund itself (or HCAP, 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 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 paragraph 5.6 of the RfP.

C. Recipients of Data

The recipients of the above (under para. 7.I.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. 7.I.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. Each natural person has the right to know which of his/her personal data are or have been processed, to oppose and to object to the processing of data which concern him/her for purposes other than those described above in par. 7.I.B, as well as to transmit his/her 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 7.1. 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.



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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, unauthorized disclosure of, or access to, personal data by anyone, as well as from any other form of unlawful processing. Capitalized terms shall have the meaning attributed to them in the RfP.