



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

**REQUEST FOR PROPOSALS OF INTEREST TO ACT AS AN INSURANCE DUE DILIGENCE PROVIDER
REGARDING THE SALE OF HRADF'S 30% STAKE IN THE ATHENS INTERNATIONAL AIRPORT**

29 November 2018

1. Introduction

The Hellenic Republic Asset Development Fund S.A. ("**HRADF**" or the "**Fund**") is the legal entity entrusted with the implementation of the privatization program of the Hellenic Republic ("**HR**"). HRADF is established by and is operating under Law 3986/2011, with the sole objective of developing assets belonging to the HR. Pursuant to article 188 par. 1 of Law 4389/2016, HRADF is a direct subsidiary of the "Hellenic Corporation of Assets and Participations S.A." ("**HCAP**").

Pursuant to:

I. the provisions of the Law 4336/2015 (Government Gazette A'94/2015), which approved the Memorandum of Understanding of 19.08.2015 ("**MoU**"), and

II. the "Asset Development Plan" of the HRADF as currently in force;

the Privatization Program of HRADF includes the sale of 30% of the shares of the "Athens International Airport S. A." ("**AIA**").

The Inter-ministerial Committee for Asset Restructuring and Privatizations ("**ICARP**"), by virtue of Decision No. 187/06.09.2011 (Government Gazette 151 B'), as amended by Decision 206/25.04.2012 (Government Gazette 1363 B') of ICARP, has transferred to HRADF, among others, 9,000,000 shares of AIA corresponding to 30% of its share capital.

In this context, the HRADF has decided to examine the potential monetization of its stake in AIA (the "**Transaction**") and is hereby seeking to engage a highly experienced insurance advisory firm with transactional and regulatory experience, as well as in-depth experience in the transportation/aviation sector (the "**Adviser**") to provide services of a vendor's insurance due diligence. In this context, HRADF invites interested parties (the "**Interested Parties**") to submit a proposal (the "**Proposal**") in accordance to the terms of this Request for Proposals (the "**RfP**").

The tender process (the **“Tender Process”** or the **“Tender”**) for the award of the services shall be conducted in accordance to HRADF’s Procurement Regulation (Decision of the Minister of Finance nr. 2/16128/0025, Government Gazette B/476/2014) (the **“Regulation”**). An engagement letter (the **“Engagement Letter”**) shall be signed between HRADF and the Interested Party that is selected through the Tender.

2. Scope of Work

Within the framework of the Transaction, the Adviser is expected to, *inter alia*, provide the following services (the **“Services”**):

1. Collect information necessary to determine the exposure profile of AIA and identify the key risks attached to the operation of the business.
2. Obtain details of the loss control regime and risk management protections in place, including any specific environmental exposure.
3. Determine the treatment of current/historical liabilities and the insurance related implications of the AIA’s contractual regime.
4. Review and benchmark AIA insurance programme against other airports with a similar risk profile (based on passenger & aircraft movements, contemplating 3rd party contractual regime).
5. Consider programme compliance with local insurance legal/regulatory requirements.
6. Analyse AIA’s loss profile.
7. Consider the possible impact on cash flow from self-insured retentions.
8. Determine any current/future insurer mandated loss control work, together with associated timetables and likely costs.
9. Review security profile of insurers involved in past/present programme.
10. Comment on details of current insurance risk management procedures in place.
11. Upon completion of the above work streams, undertake a vendor’s insurance due diligence to determine the exposure to past/present liabilities, consider the appropriateness of the current programme, and identify, any future threats to the balance sheet of AIA; consider including portability of current insurance programme.

12. Where appropriate, provide comment on the possible application of insurance solutions to actual/potential threats identified/balance sheet liabilities of AIA, together with an estimate of the associated costs, including in relation to any risks currently uninsured.
13. Prepare and submit a Vendor Insurance Due Diligence Report (the “**Report**”), that it will be made available to candidates participating in the Transaction through a virtual data room.
14. Compile a pack of supplementary insurance and associated data in relation to AIA’s current/future programme needs, as appropriate, to be uploaded in the virtual data room.
15. Review and assess comments submitted by candidates on the insurance-related clauses of the documents of the Transaction.
16. Identify the S&P or AM Best insurer security rating for relevant insurers within the last five years and identify any such insurers which fall below an “A”-rating.

3. Duration and Fees

3.1 Duration: The duration of the Engagement Letter shall be three (3) calendar months.

3.2 Budget: The maximum available budget for the Services shall be EUR **50.000**, excluding VAT (the “**Budget**”). The Budget covers both the fees for the Services and the expenses incurred in relation to, and in performing, the Services.

4. Qualifications and Criteria

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

4.1 Track Record & Experience: Proof of relevant track record and experience in the provision of support services in relation to privatizations, cross-border M&A transactions, including transactions in the aviation / transportation sector, preferably within the EU, as well as well as insurance related services and services related to the conduct insurance due diligence. The respective Dossier must include a list of all relevant projects in which the Interested Party has participated in the last five (5) years and a brief description of his exact involvement. Interested Parties should demonstrate that they have the necessary breadth of experience and expertise as well as the

resource capabilities in terms of a 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 par. 4.1 above) and designation of the project leader and the senior members of the team, which must have at least ten (10) years of experience. Moreover, a list of all relevant projects proving the experience of the individual members of the project team should be included in the respective Dossier. The designated project leader and the senior members of the project team shall remain the same and may be replaced only with HRADF's prior written consent (not to be unreasonably withheld) **(DOSSIER B')**.

4.3 Methodological Approach: A brief description of the proposed approach to the assignment and an indicative work plan, including an indicative timetable and outlining key steps of the process, as well as key deliverables **(DOSSIER C')**.

4.4 Financial Offer: The Proposal should include a financial offer (the **"Financial Offer"**) with detailed fee analysis, capped at a fixed amount (according to the Budget), which should be unconditional and without any reservations. Expenses should be calculated and quoted separately at a capped amount. The kind of the expenses and their reimbursement will have to comply with HRADF's Policy on Consultants' Expenses, as in force from time to time **(DOSSIER D')**.

4.5 Interested Parties and each individual member (on a natural person basis) of their proposed project team must declare in writing that, at the time of the submission of the Proposal, they do not have a conflict of interest in connection with the present engagement, as well as that they do not have any relationship of economic or of any other nature with AIA conflicting with the Services and the Transaction. Such obligation for the absence of any conflict of interest shall be in effect throughout the term of the Engagement Letter.

4.6 Natural persons being involved in the Tender Process must also declare in writing that they consent to the processing of their personal data submitted in the context of this RfP (as per par. 6.6 below) according to Annex 1 attached hereto and consisting an essential part hereof.

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

4.8 The Adviser must observe, and abide by, the rules provided for in art. 7 of Law 3049/2002 and, particularly, their professional code of conduct and relevant confidentiality rules, even after the expiry of the Engagement Letter.

5. Selection Process

5.1 The assignment will be awarded in accordance with the provisions of Law 3986/2011 and article 2.4 of the Regulation, as in force.

5.2 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 Interested Parties are evaluated on the basis of the following criteria and their respective weighting:

Criterion	Weighting
Track Record & Experience - DOSSIER A'	35%
Project Team - DOSSIER B'	30%
Methodological Approach - DOSSIER C'	10%
Financial Offer - DOSSIER D'	25%

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

5.5 The Proposals, consisting of DOSSIERS A', B', C' and D', the declarations (a) consenting to the processing of natural persons' personal data submitted in the context of this RfP and (b) confirming the absence of any conflict of interest and any other supporting documentation relating thereto and / or proving the required experience and expertise of 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 "AIA: RFP FOR INSURANCE DUE DILIGENCE PROVIDER REGARDING HRADF's 30% STAKE".

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 (a) confirming the absence of any conflict of interest and (b) consenting to the processing of natural persons' personal data submitted in the context of this RfP are included, only 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'. Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of DOSSIER D', 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 31st of December, 2018, 17:00, Greek 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 request 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 signing of the Engagement Letter, which shall include, at least, the following terms:

5.9.1 In case of a joint bid by two or more Interested Parties, the liability of the Advisers will be joint and several when acting together.

5.9.2 Greek Law shall apply and Athens Courts shall exclusively resolve any disputes with the Adviser.

5.9.3 No substitution of the Adviser or inclusion of any affiliate or third party or agent of the Adviser will be permitted without the prior written consent of HRADF.

6. Terms and Conditions

- 6.1** The RfP and the Tender Process, as well as the Engagement Letter, 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** HRADF and/or any of its advisers, and/or agents, and/or employees, and/or officers is 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 and/or employees, and/or HCAP and/or the Advisers 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.
- 6.3** The Fund reserves the right, according to the Regulation, to extend and/or amend the engagement with the Adviser 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 without causing a major issue, or which may be absolutely necessary for the completion of the Transaction.
- 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 Engagement Letter shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.
- 6.6 Data Protection:** The Fund acts as controller regarding personal data of individuals which are collected in the context of the tender process (indicatively as per Qualification & Criteria of par. 4 in this RfP) and the processing of said data is to be conducted pursuant to the legislation regarding the protection of personal data, as in force. Said personal data may be shared with HCAP, public entities and judicial authorities within their competence. The purpose of processing is for the

implementation of the Tender Process, the evaluation of Proposals submitted by Interested Parties, 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 par. 5.6 of this RfP. Natural persons being involved in the Tender Process consent to the processing of their above-mentioned personal data for the defined purposes and retain all their legal rights regarding accessing, correcting or objecting the processing and withdrawing their consent. To this end, such natural persons should submit a consent declaration in the form and with the content of the sample declaration attached hereto as Annex 1, which consists an essential part hereof.

ANNEX 1

INFORMATION - CONSENT FORM FOR PERSONAL DATA PROCESSING

Capitalized terms herein shall have the meaning attributed to them in the RfP.

I. Information

The Hellenic Republic Asset Development Fund ("**The 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 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 Request for Proposals to Act as Legal Adviser on Greek and European Union ("**EU**") Law regarding HRADF' s Participation in "Athens International Airport S.A." ("**AIA**") (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 paragraph 5.6 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 10 years in case no engagement letter is concluded (b) for 20 years 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 any processing of their personal data outside the scope of this RfP, to request the erasure of their data where possible, as well as to transmit their data to another controller, without the objection of the Fund. 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 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, unauthorized disclosure of, or access to, personal data by anyone, as well as from any other form of unlawful processing.

V. Consent

After being informed of the above, I provide my unreserved consent for the processing of my aforementioned personal data for all the purposes referred to under para. (B) of this form.

My consent is valid for any relation with the Fund as from now and until its expiration in any way or its withdrawal. A withdrawal of the consent can be performed by virtue of a relevant declaration to the Fund and will be valid for the future.

(Place)(Date)

(Signature(s))

