



**REQUEST FOR PROPOSALS TO ACT AS AN ADVISOR TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT  
FUND SA (“HRADF”) FOR THE PREPARATION OF A COST-BENEFIT ANALYSIS (THE “CBA”) FOR THE  
DEVELOPMENT AND OPERATION OF THE UNDERGROUND NATURAL GAS STORAGE (“UGS”) FACILITY  
IN SOUTH KAVALA**

*Athens, May 5, 2020*

**1. Introduction**

**1.1.** Pursuant to:

- i. the provisions of the single article of Law 3985/2011 “Medium Term Fiscal Strategy Framework 2012-2015” (Government Gazette A’/151/2011), which approved the Medium Term Fiscal Strategy Framework 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’/152/2011), by virtue of which the Hellenic Republic Asset Development Fund SA (“HRADF” or the “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 (Government Gazette B’/2501/2011), by virtue of which HRADF acquired the right to grant to third parties the concession right to use, develop and exploit the underground natural space of the almost depleted offshore natural gas field of South Kavala for the purposes of conversion thereof into the first Underground Gas



- Storage (“**UGS**”) facility in Greece;
- vi. the provisions of the updated Asset Development Plan of the HRADF, as approved by the Board of Directors of the HRADF on September 30th, 2019 and endorsed by means of a relevant decision by the Government’s Council for Economic Affairs and Policy on November 12th, 2019;
  - vii. the provisions of the Joint Ministerial Decision No ΥΠΕΝ/ΔΥΔΡ/26579/675 of the Deputy Minister of Finance and the Deputy Minister of Environment & Energy dated March 10<sup>th</sup>, 2020 (Government Gazette Β’/847/2020), defining the process and the conditions for granting the use, development and exploitation of the State – owned underground natural space resulting from the almost depleted natural gas field of “S. Kavala”, for its conversion into a natural a gas storage facility in accordance with article 93 of Law 4001/2011, as in force (the “**Joint Ministerial Decision**”);
  - viii. 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 Β’/476/2014)

The Asset Development Plan of HRADF, as approved, foresees the development and exploitation of the first Underground Gas Storage (“**UGS**”) facility in Greece in the almost 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 UGS is intended to serve as energy infrastructure that will enhance the security of gas supply in the Greek market and improve the management of natural gas suppliers' portfolios. The Project is intended to decisively contribute to the optimisation of gas supply operations (maximise Greece’s potential to serve as an energy hub) and enhance the energy security of the gas market by providing security of supply at both national and European level to the benefit of the end consumers. It is noted that the Project is included in the list of Projects of Common Interest - European Commission (PCI) adopted on 17 October 2017 by the European Commission and the Member States in the PCI Regional Group Meeting.

- 1.2. Pursuant to the provisions of the Joint Ministerial Decision which foresees the issuance of a “Tariff Regulation Framework” for the UGS in South Kavala by the Regulatory Authority of Energy, HRADF, as the Project promoter, is seeking, through a tender process held under the rules of this Request for Proposals (the “**Tender**”), to appoint a leading highly specialised and experienced firm (the “**Advisor**”) to carry out a detailed Cost-Benefit Analysis (the “**CBA**”) of the Project and prepare and submit to HRADF a relevant report (the “**Report**”). The final Report shall be submitted to the Regulatory Authority for Energy for their evaluation and assessment before the issuance of



the “Tariff Regulation Framework” for the UGS in South Kavala.

## **2. Scope of Work – Tasks and deliverables**

The scope of work of the Advisor and the relevant deliverables shall be as follows:

### **A. A detailed Cost/Benefit Analysis (CBA) of the Project shall be carried out.**

The Advisor shall perform the CBA according to an approach based on the 2nd ENTSOG Methodology for Cost-Benefit Analysis of Gas Infrastructure Projects as approved by the European Commission on 19 February 2019 (hereinafter “ENTSOG CBA Methodology”) and other related approaches such as the TYNDP Annex D Methodology that identify indicators used to examine the impact of energy infrastructures on security of supply and reduction of energy cost.

In particular, the Advisor shall:

1. Develop a basic scenario, duly justified and agreed with HRADF, that will assess the impact of the Project. Such scenario shall be developed taking into consideration at least the joint assumptions of the European Network of Transmission System Operators for Electricity and Gas (ENTSOE and ENTSOG) in the period 2020-2040 regarding the evolution of energy demand and infrastructure in the region, the Ten Year Development Plan of DESFA 2020- 2029, the ESFA Development Study 2020-2029, and the National Energy and Climate Plan of Greece (GR-NECP) as submitted to the Commission in December 2019. The development plans of gas transmission system operators of neighbouring countries (e.g. Turkey, Bulgaria, Romania, Italy), the expected operation of TAP, IGB and other related infrastructure, the NECP of neighbouring countries and the latest implementation report of the Energy Community (November 2019) shall also be considered. The Advisor should also endeavour to procure and use any other relevant studies and reports that will facilitate the development of the assumptions and scenarios analysis of the study. The Advisor should consider four infrastructure scenarios: a) the first shall take into account solely the existing infrastructure, b) the second will also include infrastructure with FID (TAP+IGB), c) the third adding projects in an advanced state of development (e.g., the LNG Terminal in Northern Greece), and d) the fourth adding also projects in a less advanced state of development (e.g., EastMed) depending on availability of sufficient information. In all scenarios exports of gas should be included in the demand.
2. Develop at least 2 alternative scenarios that will assess the impact of the Project (supply cost saving/ savings that might accrue from additional flexibility etc). Alternative scenarios shall be based at least on documents listed above and shall be duly justified and agreed with HRADF.
  - i. The first (1st) scenario should consider 3 alternative cases similar to those defined in the ENTSOG



Union-Wide Security of Supply Simulation Report and Regulation (EE) 2017/1938. a. A historical high demand winter, b. A period of 2 weeks of exceptionally high demand, occurring with a statistical probability of once in 20 years. c. One for a period of 30 days in the case of disruption of the single largest gas infrastructure under average winter conditions.

- ii. The second (2nd) scenario will be a sensitivity scenario including sensitivity analysis on tariffs of the Project taking into account values of key parameters according to European practice.

In order to draw conclusions from the comparison, the same scenarios shall be run with and in the absence of the Project (counterfactual).

3. Assess the Impact of the Project on the infrastructure standard (N-1 index) in Greece and in the Trans-Balkan Region, for the years that a significant change in the technical capacity of interconnection points takes place.
4. Calculate all monetised indicators included in the CBA Methodology (monetised benefits). Monetised benefits shall be calculated for the basic scenario and the alternative scenarios under item (1) and (2) above. In accordance to page 12 of the ENTSOG CBA Methodology, network and market modelling are necessary for system and project assessment and the calculation of CBA indicators. The Advisor shall employ a market modelling simulation for the calculation of the impact of the Project to Greece as per ENTSOG CBA methodology, as such impact is quantified by the aforementioned CBA indicators. Given the interdependence of gas to electricity demand and vice versa, the simulation shall take into consideration potential impacts on electricity market avoiding double-counting. It is further explained that for the quantitative benefits included in the ENTSOG CBA Methodology, that may be monetised, and especially for the Curtailment Rate and Remaining Flexibility factors, the calculation should be made under stressful situations such as climatic and supply or infrastructure stress. More specifically the calculation should be performed individually for:
  - a. Normal (climatic) conditions
  - b. Climatic stress conditions, in case of extreme temperatures with lower probability of occurrence than normal conditions (e. g. occurring with a statistical probability of once in 20 years, 1/20);
  - c. Supply stress conditions, in case of supply stress due to specific route disruptions (e. g. stop of all flows passing by Turkey);
  - d. Infrastructure stress conditions, in case of disruption of the single largest infrastructure of a country



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(Revithoussa LNG Terminal).

5. Compare the calculated monetised benefits to the relevant costs to calculate the economic Net Present Value of the Project (ENPV) and other economic performance indicators as specified in the ENTSOG CBA Methodology. For the evaluation of the ENPV and all economic performance indicators, the Advisor shall, at a minimum, take into account costs as specified in Annex V(5) of Regulation (EU) 347/2013 and further detailed in the ENTSOG CBA Methodology. The required project costs shall be provided by HRADF in ranges. To this extent, ENPV and other economic performance indicators shall be also calculated in the respective ranges (sensitivity). Subject to availability of sufficient data, include benefits in case the Project can accommodate Hydrogen storage.

6. Calculate all applicable non-monetised indicators included in the ENTSOG CBA Methodology and perform a Multi-Criteria Analysis (MCA) for the scenarios of items (1) and (2) above. In particular, the Advisor shall complement on specific benefits that Storage facilities provide to the energy system, based on European examples, such as trading value and system value.

7. Estimate the potential additional benefit by the avoided cost for the dual fuel availability of 5 gas fired power plants, as derived by current regulatory framework (fuel substitution benefit, reduction of CO<sub>2</sub> emissions, reduction of the Security of Supply Levy).

8. Estimate the avoided cost during the 2016-2017 crisis, in case the Project existed.

**B. Perform a review of European practice on the incentives** (e.g. extra WACC) that have been awarded or are planned to be awarded according to the provisions of European Regulation 347/2013 to natural gas storage projects.

**C. Administration**

1. The Advisor shall participate in at least four half-day workshops to be held in Athens with representatives from the Ministry of Environment and Energy and the Regulatory Authority for Energy (RAE) so that matters related to the CBA will be discussed. More specifically, the Advisor shall dedicate a half day workshop for the scenario's definition and assumptions, one for the



modelling approach, one for the economic evaluation and one for the simulation results.

2. Other market stakeholders may be invited for consultation, the participation and degree of engagement of which and any consultations with such shall be assessed and agreed with the Advisor.

#### **D. Timeline**

Upon contract signing, the Advisor shall present a detailed timeline of the work plan where the above workshops have been included.

#### **E. Deliverables**

The Advisor shall deliver to HRADF a) a draft Report (at least 15 days prior to submission date of the final Report) for comments and observations b) a final Report, where the following shall be analysed in detail:

- a. The scenarios considered under items (1) and (2) of section A) above.
- b. The related assumptions for the calculation of monetised and non-monetised benefits, the ENPV and the economic performance indicators.
- c. The modelling approach and the simulation results for each scenario.
- d. The values of all computed monetised benefits and costs as well as the values of the non-monetised indicators and the MCA performed. Based on the computed values, the Advisor is expected to provide an analysis of the impact of the Project to Greece.
- e. The results of the CBA as these are further monetised by the ENPV of the difference between Project costs and benefits (as defined in the ENTSOG methodology), and the benefit to costs ratio.

It is noted that HRADF reserves the right to share with the Ministry of Environment and Energy and the Regulatory Authority for Energy the draft Report for comments and observations prior to its finalisation, as well as the final Report.

### **3. Duration and Budget**

- 3.1. Duration.** The duration of the engagement shall be ten (10) weeks, as of the signing of the relevant contract with the Advisor. The duration of the engagement may be extended in accordance with the Procurement Regulation of the Fund, if such extension is deemed necessary by HRADF.
- 3.2. Budget.** The maximum available budget for the assignment is one hundred and sixty thousand Euro (€ 160.000,00) (excluding VAT). The available budget includes any and all required expenses to



complete the assignment. The kind of expenses and their settlement shall have to comply with the Project Expenses Policy of HRADF (Annex I).

#### **4. Qualification and Criteria**

The Interested Parties should be able to demonstrate their standing and professional experience in relation to the assignment tendered. In particular, the Proposals of the Interested Parties are required to include the following:

- 4.1. Track Record & Experience:** Relevant experience and proven track record of the Interested Party in carrying out Cost Benefit Analysis according to the ENTSOG Methodology for Gas Infrastructure Projects and other related approaches such as the TYNDP Annex D Methodology that identify indicators used to examine the impact of energy infrastructures on security of supply and reduction of energy cost. The Proposal must include a catalogue of all the relevant CBA reports performed by the interested party in the last five (5) years (**DOSSIER A'**).
- 4.2. Project Team:** Proposed team composition (and its proposed structure) including relevant experience of the senior members of the team in similar assignments during the last five (5) years. The suggested senior members of the project team may be replaced only with HRADF's prior written consent (**DOSSIER B'**).
- 4.3. Methodological Approach:** Initial understanding on the requirements and deliverables of the assignment, including an indicative timetable for its implementation (**DOSSIER C'**).
- 4.4. Financial Offer:** The Proposal must include a detailed fee analysis and structure for the performance of the assignment, including expenses at capped amount. The kind of expenses and their settlement shall have to comply with the Project Expenses Policy of HRADF (**DOSSIER D'**).
- 4.5.** The Interested Parties must declare in writing that they and each member of the proposed project team do not have a conflict of interest in relation to the Tender and the Project at the time of submission of the Proposal. 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 their Proposal fully compliant to the qualifications required under 4.1 through 4.6 of this Request for Proposals, 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 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 2.3 of the Procurement Regulation, as currently in force.
- 5.2. HRADF will evaluate the Proposals submitted according to the criteria set out in Section 4 and in accordance with the table below. The assignment will be awarded to the Interested Party with the highest score (the “**Preferred Bidder**”). HRADF has the right to appoint the Interested Party with the second highest score as substitute of the Preferred Bidder (the “**Substitute Preferred Bidder**”).
- 5.3. The Proposals of the Interested Parties are evaluated on the basis of the following criteria and their respective weighting.

Criterion	Weighting
Track Record & Experience – Dossier A’	30 %
Project Team– Dossier B’	25 %
Methodological Approach – Dossier C’	20 %
Budget – Dossier D’	25 %

- 5.4. HRADF may require additional documents and/or clarifications, information, additions or adjustments from the Interested Parties in connection with any issue related to their Proposals. The Interested Parties may be also requested to present their approach for the assignment following the submission of their Proposals.
- 5.5. The Proposals, consisting of Dossiers A’, B’, C’ and D’, the declarations confirming the absence of any conflict of interest and any other supporting documentation relating thereto and/or proving the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are permissibly submitted:
- either electronically, by e-mail to the e-mail address: [tender@hraf.gr](mailto:tender@hraf.gr) (for the attention of Ms. **Chryssoula Rallia**), marked “**UGS SOUTH KAVALA: REQUEST FOR PROPOSALS TO ACT AS ADVISOR FOR THE PREPARATION OF COST-BENEFIT ANALYSIS**” (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);
  - or by uploading the files to a secure electronic file to be created by the Fund, upon request by the Interested Party and notification of the Interested Party’s e-mail address to: [tender@hraf.gr](mailto:tender@hraf.gr) (for





**the attention of Ms. Chryssoula Rallia)** 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. Dossier D' must be protected with a password; if not, the Interested Party shall be forthwith disqualified. Following the assessment of Dossiers A', B', C' and provided that the declarations confirming the absence of any conflict of interest have been submitted in compliance with paragraph 4.5 hereof, **only** the Interested Parties complying with the requirements under Section 4 (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 Dossiers 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 electronically by no later than **May 19<sup>th</sup>, 2020, 14:00, Athens time**. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected and shall not be evaluated.
- 5.8. The Fund reserves fully 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.
- 5.9. The award of the assignment is subject to the conclusion of a written contract. In case the Preferred Bidder fails to agree with HRADF on the terms and conditions of the contract within reasonable time, HRADF reserves the right, at its exclusive discretion, to nominate as Preferred Bidder and award the Tender to the Substitute Preferred Bidder. In such a case, and for the avoidance of doubt paragraph 5.9 of this Request for Proposals shall apply.
- 5.10. The contract to be concluded between HRADF and the Advisor (the "**Contract**") shall include, at least, the following terms:

**a. Liability**

The Advisor shall be liable without limitation for any and all losses incurred by HRADF as a result of any fault committed by the Advisor, whether by intent or negligence of any kind, in connection with or arising out of the Contract or any addition or variation thereto.

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

**b. Payment**

HRADF shall pay all fees and expenses to the Advisor 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. Expenses are payable according to HRADF Expenses Policy (Annex I), as applicable from time to time.

**c. Assignment**

The Advisor 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, unless HRADF consents in writing thereto.

**d. Suspension & Termination**

Suspension of the Contract

HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to suspend the provision of the Advisor's services under the Contract (before its termination), upon prior written notice to the Advisor 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.

Termination of the Contract.

The Contract shall terminate upon expiry of the duration specified in the Contract (and the relevant Request for Proposal).

HRADF reserves the right to terminate the Contract with or without cause upon written notice to the Advisor with immediate effect.

The Advisor may terminate the Contract only with cause upon prior written notice to HRADF as will be specified in the Contract.

**e. 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.

**f. 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.



**g. Miscellaneous**

Whole Agreement

Unless otherwise explicitly provided in the Contract, the Contract shall constitute the entire agreement between HRADF and the Advisor 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.

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. TENDER TERMS AND CONDITIONS**

- 6.1. The participation in the Tender entails the full and unconditional acceptance of the rules of the Tender 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 or thereafter.
- 6.2. This Request for Proposals and the Tender Process 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 advisers, 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 and its officers, agents and/or employees and/or advisers, and/or the Hellenic Corporation of Assets and Participations (HCAP) 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, according to the Regulation, to extend and/or amend the



engagement with the Advisor 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.

- 6.5.** 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 shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.
- 6.7.** Confidentiality- Data Protection: The Fund shall treat all information submitted by the Interested Parties during the Tender as strictly confidential. All information shall be used strictly for the purposes of evaluation of the Proposals and the Fund shall endeavour to take all necessary measures to ensure their confidentiality.
- 6.8.** The Fund acts as data controller regarding personal data of individuals which are collected in the context of the Tender (indicatively as per Qualification & Criteria of par. 4 in this Request for Proposals) and the processing of said data is to be conducted pursuant to the legislation regarding the protection of personal data, especially the 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.
- 6.9.** The purpose of processing of personal data as per paragraph 6.8 is the implementation of the Tender, the evaluation of Proposals submitted by Interested Parties, 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 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.
- 6.10.** Said personal data may be shared with the Hellenic Corporation of Assets and Participations (HCAP), public entities and judicial authorities within their competence.
- 6.11.** The personal data collected and processed in the context of the Tender 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.

- 6.12.** 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](mailto: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 defense 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.
- 6.13.** All Interested Parties 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, 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 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.