

**Request for Proposal (RfP)**  
**for the provision of services of an Implementation Advisor responsible for monitoring the**  
**execution of the Integrated Development Plan of the Metropolitan Pole of**  
**Ellinikon – Agios Kosmas**

## **1. Introduction**

- 1.1.** Pursuant to the provisions of Law 3986/2011, as amended and in force, the **Hellenic Republic Asset Development Fund SA** (hereinafter the “**HRADF**” or “**Fund**” or “**the Seller**”) operates as the competent body responsible for the execution of the development and privatization program of the private property of the Hellenic Republic, as well as of the assets of Legal Entities under Public Law or public enterprises, whose share capital belongs entirely, directly or indirectly, to the State or to a Legal Entity under Public Law.
- 1.2.** Pursuant to article 5A of Law 3986/2011, as in force, the Fund monitors the execution of the privatization agreements and contracts concluded by the Fund according to the aforementioned law, through the **Contract Monitoring Unit** (hereinafter the “**CMU**” or “**Unit**”), as such is defined in the Fund’s Internal Rules of Operation. The CMU provides all necessary support and assistance to the Fund and the **Hellenic Republic** (hereinafter the “**HR**” or the “**State**”), in order for both parties to exercise their rights and fulfill any and all obligations arising from the development contracts related to the privatization program.
- 1.3.** In fulfillment of the privatization of the company **Hellinikon S.A.** (hereinafter the “**Company**” or the “**Investment Body or Entity**”) and the consequent development of the properties of the former Hellinikon Airport and the Coastal Zone of Agios Kosmas that constitute the **Metropolitan Pole of Ellinikon-Agios Kosmas** (hereinafter the “**MPEAK**”), whose investment and spatial planning framework is governed in detail by Law 4062/2012 (Government Gazette A’ 70/30.03.2012), an international tender process was conducted by the HRADF for the sale of the entire share capital of the Company that belonged to HRADF. The outcome of the tender process led to the conclusion and signing between the HRADF, the company with the name “**Hellinikon Global I S.A.**” (hereinafter the “**Buyer**”) and the company “**LAMDA Development S.A.**” (hereinafter the “**Preferred Investor**” or the “**Buyer’s Guarantor**”) of the **Share Sale and Purchase Agreement** dated 14.11.2014 (hereinafter the “**SPA**”) and the **Amendment to the SPA** dated 19.7.2016 (hereinafter the “**Amendment Agreement**” and jointly with the SPA, the “**Agreement**”), which both have been ratified by the Hellenic Parliament with the provisions of article 1 of **Law 4422/2016** (Government Gazette A’ 81/29.09.2016), and in which the Hellenic Republic participates as a third contracting party.
- 1.4.** Following the execution of the provisions of the Agreement, including the completion of the conditions precedent stipulated therein, on 25.06.2021 the Private Agreement for the Transfer of

Shares was signed between the Fund and the Buyer for the acquisition of 100% of the Company's share capital and the financial closing of the transaction took place. Thereafter, all the shares of the Company were transferred from the **Fund** to "**Hellinikon Global I S.A.**" with "**LAMDA Development S.A.**" acting as the Buyer's Guarantor.

**1.5.** By virtue of the 19.05.2021 "Agreement for the Transfer of the Rights in Rem to the Company through contribution in kind against a share capital increase" (hereinafter the "**Conveyance Deed**") concluded between the HRADF and the Company and ratified by article 1 of **Law 4802/2021** (Government Gazette A '86 / 28.05.2021), the Company acquired the **right of full ownership** over the properties, including all kinds of buildings, installations, components, annexes, additions and their adjacent, the surface of which corresponds to 30% of the former Hellinikon Airport and to 30% of the surface of the Coastal Zone of Agios Kosmas of MPEAK (excluding the seashore and the beach), as well as the **surface rights** over the properties of the MPEAK, excluding the Common and Public Areas and Facilities (referred to as the "**Rights in Rem**"). Such Rights in Rem are defined and contemplated in detail in the 09.03.2021 "Partition and Surface Rights Establishment Deed of the Metropolitan Pole of Ellinikon - Agios Kosmas" signed amongst the Hellenic Republic and the HRADF (hereinafter the "**Partition and Surface Rights Establishment Deed**") and ratified by the provisions of article first of **Law 4787/2021** (Government Gazette A' 44/26.03.2021). The Rights in Rem that the Company has today are depicted in the **Special Layout of the Conveyance Deed** published in the Government Gazette where the Conveyance Deed is also published.

**1.6.** For the implementation and development of the Buyer's Investment Plan over the MPEAK, an **Integrated Development Plan of the Metropolitan Pole of Ellinikon - Agios Kosmas** (hereinafter "**Integrated Development Plan**" or "**IDP**") was created and drawn up in accordance with article 2 of Law 4062/2012 (Government Gazette A' 70/30.03.2012), as in force. The IDP was approved on 28.02.2018 by means of a Presidential Decree (Government Gazette AAP 35/01.03.2018), and following its issuance and publication a series of Joint Ministerial Decisions (hereinafter "**JMD**") referring to the spatial planning of the zones of IDP, as provided in article 3 of Law 4062/2012 as in force, were drafted and entered into force, as follows:

1.6.1. the JMD No. 74502EX2019EMB (Government Gazette B' 2792/04.07.2019) regarding the "**Approval of the General Planning and Spatial Layout of the Metropolitan Park for Green and Recreation of the Metropolitan Pole of Ellinikon - Agios Kosmas, and its environmental terms and conditions**", and its amendment under No. 93298EX2019 (Government Gazette B' 3294/28.08.2019),

1.6.2. the JMD No. 109171EX2019 (Government Gazette B' 3687/03.10.2019) regarding the "**Approval of Urban Planning Studies of the Urbanization Zones A-U1, A-U2, A-U3, A-U4, A-U5, A-U6 and CF-U1 of the Metropolitan Pole Ellinikon - Agios Kosmas and the**

**environmental terms and conditions of the implementation of the Integrated Development Plan in relation to these areas,”**

1.6.3. the JMD No. 93620EX2019 (Government Gazette B' 3347/29.08.2019) regarding the **“Approval of the Spatial Layout of the Development Zone A-D1 “Tourism-Leisure and Business Park neighborhood” of the Metropolitan Pole of Ellinikon - Agios Kosmas and its environmental terms and conditions,”**

1.6.4. the JMD No. 96572EX2019 (Government Gazette B' 3405/05.09.2019) regarding the **“Approval of the Spatial Layout of Development Zones CF-D1 “Agios Kosmas Marina neighborhood” and CF-D2 “Agios Kosmas Aquarium neighborhood” of the Metropolitan Pole of Ellinikon - Agios Kosmas and their relevant environmental terms and conditions.”**

**1.7.** In the context of the above, and in particular on the basis of article 15 of the **SPA** which provides for the institution and the mechanism of the **Implementation Advisor, HRADF** is interested in hiring and cooperating with a domestic or a foreign company, or with an association or a consortium of domestic and/or foreign companies, specializing in the development of complex and large-scale development projects and/or in the provision of professional advisory services related to large-scale real estate and infrastructure projects (hereinafter the **“Implementation Advisor”** or the **“Advisor”**), which will be responsible, inter alia, for monitoring the execution and implementation of the Development Plan and Business Plan by the Company, certifying the implementation of the Integrated Development Plan and granting any consents for derogation and deviation from the Integrated Development Plan or the Business Plan of the Buyer, as well as for the provision of opinions, reports and other relevant consents or approvals that derive from the commitments of the SPA (hereinafter the **“Project”**). The Advisor is required to be active in domestic and/or international markets and relevant industries, with proven specialization and experience in domestic and/or international urban transformation and regeneration projects of large-scale and is expected to provide its services (hereinafter the **“Services”**), according to Section 2 as follows below.

**1.8.** In this context, an interested domestic or foreign company, or interested associations or consortia of domestic and/or foreign companies (hereinafter the **“Interested Parties”** or **“Candidates”**), are invited to submit their proposal (hereinafter referred to as the **“Proposal”**), in accordance with the terms of this Request for Proposal (hereinafter referred to as the **“RfP”**).

**1.9.** The assignment will be made according to the provisions of Law 3986/2011 and the Regulation of Terms and Procedures of Assignments and Procurement of the **HRADF** (hereinafter **“HRADF Regulation”**), as amended and codified with the Ministerial Decision No. 2/16128/0025 (Government Gazette B' 476/26.02.2014).

## 2. Scope of Services

Pursuant to the aforementioned article 15 of the SPA, which outlines for the role and responsibilities of the Advisor, the general scope of Services concerns and relates to the provision of monitoring and coordination services, the provision of specialized technical expertise and assistance, the provision of financial and legal opinion and advice, as well as the supervision and monitoring of all project-related timelines and milestones, from the start of the assignment until the completion of the First Funding Period of the Project (see article 9.8 of the SPA). The Advisor is required to prepare and deliver periodical reports and opinions regarding the development of the Project on a quarterly basis.

The above general scope of Services is described and specified as per the following subcategories of services required for the execution of the Project:

### A. Provision of Technical services

The Advisor will assist with specialized experience and expertise on all complex technical matters related to the monitoring of the timely implementation and execution of the Integrated Development Plan during the first five-year period of the Investment Obligation, and will therefore be asked to provide a substantiated and justified opinion for any possible deviations and/or delays, following relevant communication exchanges and processes with all parties directly involved.

The technical services include, but are not limited to, the following:

- A.1.** Monitoring of the Investment Obligations of the First Funding Period and the execution of works and infrastructure that must be completed in relation to the effort for the implementation of 80% of such works in the first twelve years, according to the Amendment Agreement.
- A.2.** Monitoring of works and infrastructure of public interest of an estimated budget amounting to € 1,500,000,000 with priority to those that must be completed and implemented within the five years of the First Funding Period, according to the Amendment Agreement.
- A.3.** Monitoring and evaluation of the progress and execution of works and infrastructure during the First Funding Period in relation to the priorities, the phasing and the timeline provided in the Buyer's Development Plan related to the IDP.
- A.4.** Technical review and assessment of any potential changes, amendments or/and delays of the Integrated Development Plan in relation to the Investment Obligations of the Buyer during the First Funding Period and to the phasing and timeline of the IDP's Development Plan.
- A.5.** Technical review, assessment and monitoring of the development of the sections of the Metropolitan Park during the First Funding Period of the Investment Obligations.
- A.6.** Upon invitation of the Hellenic Republic and the consequent request by HRADF, provision of potential technical support and advice to the Hellenic Republic on the respective Technical Manuals of Operation, Specifications and Maintenance provided by the Company, which concern each area, project, infrastructure and/or equipment that shall be transferred by the

Hellenic Republic to the competence of the Body vested with the management and operation of all spaces of common use within the MPEAK over the First Funding Period of the Investment Obligations.

- A.7.** Technical review and examination of any potential requests by the Company that the Body vested with the management and operation of all areas of common use within the MPEAK does not maintain the agreed Public Service Obligation and in particular the specific level of services and the quality requirements for the maintenance of the common areas and facilities, as defined in article 11 of the SPA, and upon request provision of technical advice and opinion to ensure the appropriate level of the Payment for the provision of the Public Service Obligation to be received by the Company for the operation and management of the areas of common use, in case the Hellenic Republic fails to remedy the default of the Body responsible for the management of such areas, and fails also to appoint a new Manager within reasonable time.
- A.8.** Provision of any technical advice and assistance that may arise in connection to the legal and regulatory framework governing the development of the Project and the Integrated Development Plan, as those are adjusted and amended throughout the First Funding Period.
- A.9.** Preparation and submission of technical documents, clarifications, opinions, recommendations, and reports regarding the Project during its implementation, including proposals and solutions for the resolution of any potential issues that may arise.
- A.10.** Participation in meetings as well as working sessions with the Fund, the HR, and the Company, and also participation in meetings of other public authorities and bodies relating to the Project.
- A.11.** All or any other relevant technical support and advice concerning the Project.

## **B. Provision of Financial services**

The Advisor will assist with specialized experience and expertise on all complex financial matters related to the monitoring of the timely implementation and execution of the Integrated Development Plan and the Business Plan of the Buyer during the first five-year period of the Investment Obligation, and will thus be asked to provide a substantiated and justified opinion for any possible deviations and/or delays, following relevant communication exchanges and relevant processes with all parties directly involved.

The financial services include, but are not limited to, the following:

- B.1.** Research and evaluation of the annual financial statements, as well as any other financial data, of the Company and of its subsidiaries. Indicatively, the Advisor will be able to collect and process data with emphasis, inter alia, on the turnover, the balance sheet and its assumptions, the fixed assets and the net worth of each subsidiary that may be established by the Investment Body for each project and sub-project.

- B.2.** Detailed financial monitoring of the implementation of the Integrated Development Plan by evaluating the elements included in the specific budgets and the single budget of the works performed under the Integrated Development Plan, as well as evaluation of the accounting principles applied in the financial execution of the Integrated Development Plan.
- B.3.** Financial review of any potential changes, amendments or/and delays of the Integrated Development Plan in relation to the Investment Obligations of the Buyer during the First Funding Period and to the phasing and timeline of the IDP's Development Plan.
- B.4.** Review and assessment of the execution of the Buyer's Business Plan and its assumptions and parameters regarding the construction costs, the operating costs and other expenses that appear in the Business Plan with a view to determine whether they are in conformity with the real financial situation of the Company and its subsidiaries.
- B.5.** Monitoring from a financial perspective of the Investment Obligations during the First Funding Period.
- B.6.** Financial review and assessment of any intragroup or any other corporate changes, restructurings or transformations between the Buyer's Guarantor and the Buyer and/or its Affiliate Companies, as well as review of any corporate transactions conducted between the subsidiaries that may be set up by the Company, as well as other companies that the Company will be part of with other investors.
- B.7.** Financial review and assessment on any potential transfer and sale of Shares from the Buyer to a Permitted Transferee or to third parties, as well as review on any potential transfer of rights in rem from the Company or its subsidiaries to third parties.
- B.8.** Provision of any financial advice and assistance that may arise in connection to the legal and regulatory framework governing the development of the Project and the Integrated Development Plan, as those are adjusted and amended throughout the First Funding Period.
- B.9.** Preparation and submission of financial clarifications, opinions, recommendations regarding the Project during its implementation, including proposals for the resolution of any issues that may arise.
- B.10.** Participation in meetings and working sessions with the Fund, the HR, and the Company, and also participation in meetings of other public authorities or bodies relating to the Project.
- B.11.** All or any other relevant financial support and advice concerning the Project.

### **C. Provision of Legal services**

The Advisor will assist with specialized experience and expertise on all complex legal matters related to the monitoring of the timely implementation and execution of the Integrated Development Plan during the first five-year period of the Investment Obligation, and will thus be asked to provide a substantiated and justified opinion for any possible deviations and/or delays, following relevant communication exchanges and relevant processes with all parties directly involved.

The legal services include, but are not limited to, the following:

- C.1.** Participation and support, following the request of HRADF upon a relevant invitation from the Hellenic Republic, in possible discussions and negotiations for potential amendments to the Agreement, as well as any potential changes or modifications to other binding contractual documents concerning the Project, and provision of advice regarding the interpretation and resolution of legal issues referring to or arising from such contractual binding texts.
- C.2.** Legal evaluation and assessment of potential amendments, derogations and/or delays of the Integrated Development Plan, and review of any potential changes of the JMDs for spatial planning with a view to assessing the conformity and compatibility with the legislation in force.
- C.3.** Participation, upon invitation of the Hellenic Republic and the consequent request by HRADF, in possible discussions and negotiations and provision of legal advice and assistance for the agreement between the Company and the Hellenic Republic regarding the specific level of services and the quality specifications that will be incorporated in the Technical Manuals of Operation, Specifications and Maintenance, which concern every common space, project, infrastructure and/or equipment to be transferred by the Hellenic Republic to the competence of the Body vested with the management and operation of all areas of common use within the MPEAK over the First Funding Period of the Investment Obligations.
- C.4.** Legal review of any possible intra-group corporate transactions between the Buyer and the Buyer's Guarantor, as well as review and evaluation of transactions and agreements between the Company's subsidiaries and the Buyer and its Affiliates in the context of the implementation of the Integrated Development Plan based on arm's length commercial market terms.
- C.5.** Monitoring legislative developments and provision of advice and opinion on the interpretation and application of the general and specific legal and regulatory framework on urban and spatial planning concerning the Integrated Development Plan.
- C.6.** Monitoring and provision of legal advice on the interpretation and application of existing environmental legislation and principles of sustainable development.

- C.7.** Preparation and submission of legal opinions, papers, and reports regarding the Project during its implementation, including proposals for the resolution of any legal issues that may arise.
- C.8.** Participation in meetings and working sessions with the Fund, the HR, and the Company, and also participation in meetings of other public authorities or bodies relating to the Project.
- C.9.** All and any other relevant legal support and advice concerning the Project.

Finally, according to article 15 of the SPA, the Advisor shall be entitled to obtain at its own expense independent professional and/or technical advice, as it may reasonably require carrying out its task.

### 3. Duration & Budget

- 3.1.** The duration of the engagement between the Implementation Advisor and the HRADF will begin from the signing of the engagement and will expire on 25.06.2026, namely at the fifth anniversary of the transfer of shares from the Fund to the Buyer, with the possibility of a unilateral extension by the HRADF for another six months.
- 3.2.** HRADF reserves the right, according to the applicable law and 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.
- 3.3.** The maximum available budget for the Services is **two million euros (€2,000,000)**, plus VAT.
- 3.4.** The maximum amount for the reimbursement of any Expenses of the Advisor during the provision of services is **two hundred thousand euros (€200,000)**. The Advisor accepts and shall have to comply with the current Policy on Advisor Expenses of the Fund (Annex 1).

### 4. Minimum Required Qualifications

The **Interested Parties** are required to have knowledge and experience:

- a.** in the field of planning and development of complex development projects related to real estate and infrastructure of national, regional and/or local scale,
- b.** in the field of coordination, supervision and monitoring on the implementation of complex development projects and large-scale infrastructure, and
- c.** in the field of the existing Greek urban planning, spatial planning, environmental and investment legislation, as well as in the field of the existing legislation governing the spatial planning and development of the MPEAK and of real estate properties for which a special spatial development plan has been prepared and implemented.

Specialized experience in developing and following international practices and trends prevailing in the field of urban development in large cities will be taken seriously into account.

*In particular, the Proposal must contain at least the following:*



### Dossier A' Part 1: Track Record & Experience

1. The Proposal will contain a list of all the projects in which the Interested Parties have participated in the last 10 years, with an adequate description of the tasks and services they have undertaken and completed. In case a Proposal is submitted by an association or consortium of domestic and/or foreign companies, each member of such association or consortium must indicate separately in Dossier A' Part 1 the projects related to this RfP, in which said member has participated in the last 10 years.
2. Interested Parties must have proven previous experience and know-how in the monitoring and the implementation of complex development projects and in the provision of specialized technical, financial, and legal advice and expertise. To this end, Candidates must have participated in complex **development projects and large-scale infrastructure projects** of a **minimum budget of four hundred million euros (€400,000,000)** over **the last three years**. The participation will concern **either** the provision of consulting services and the delivery/performance of specific advice and expertise, **or** the design, study, construction, implementation, and coordination of such complex projects. For this purpose, Candidates (either a domestic or foreign company or an association of domestic or foreign companies) must submit and include in their Proposal a complete list with a record of the aforementioned projects under implementation and/or implemented over the last three years.
3. In case the Candidates are an association or consortium of domestic and/or foreign companies, they should appoint a company from among its members as the **Head** that will lead **said association or consortium**. Such Head can be replaced with the prior approval of the Fund, with another Head of equal qualifications and experience amongst the members of such consortium or association. Furthermore, the **Head of an association or consortium of domestic and/or foreign companies** must have proven experience and participation over the last five years in complex **ongoing and/or implemented development projects and large-scale infrastructure projects with a minimum budget of €200,000,000** and for this purpose the Candidates should include in the Proposal a detailed list of such ongoing and/or implemented projects of the Head of an association or consortium with a sufficient description of the tasks and services it has undertaken. The participation will concern either the provision of consulting services and the delivery/performance of specific advice and expertise, or the design, study, construction, implementation, and coordination of such complex projects. The criterion of specialization in developing and following international practices and trends prevailing in the field of high-scale urban development projects in large cities shall be seriously considered and estimated for the Head of an association or consortium of domestic and/or foreign companies. Moreover, in case the Head of an association or consortium of domestic and/or foreign companies is a foreign company, such company must appoint one physical person as **Representative and Coordinator**, who will be present in Greece and will provide its services for the Project in an office within the Region of Attica.

4. Candidates must possess the required financial capacity and adequacy to be able to perform the services assigned to them. More specifically, in case the Candidate is a domestic or a foreign company, it must demonstrate a minimum **annual turnover of at least twenty-five million euros (€25,000,000) in the last three years**. In case the Candidate is an association or consortium of foreign and/or domestic companies, the **Head of this association or consortium** must demonstrate a minimum **annual turnover of at least twenty million euros (€20,000,000) in the last three years**. Furthermore, each member of such association or consortium must demonstrate a minimum **annual turnover of at least two million euros (€ 2,000,000) over the last three years**. For this purpose, the candidate domestic or foreign company, and in case of an association or consortium of foreign and/or domestic companies, the Head of said association or consortium and each member must include in their submitted Proposal the audited annual financial statements of the last three financial years (2018, 2019, 2020).
5. Candidates must also be registered and certified in the competent Registries or Associations or Chapters of domestic and/or international institutions and organizations of significant impact and scope.

#### **Dossier A' Part 2: Project Team**

1. Candidates are responsible for selecting a Project Team with the appropriate individual members to fulfill the Project's needs.
2. The proposed Candidates are required to provide and include the suggested composition of the Project Team and its structure, including the relevant specialized experience of each team member who will be involved in the project. In particular, the proposed Project Team should include one member who will be appointed as the **Head of the Project Team** (Team Leader). With the Fund's prior consent, the Head of the Project Team (Team Leader) may be replaced throughout the Project duration, with an equally qualified and experienced member of the Project Team. More specifically, the **Head of the Project Team** (Team Leader) is required to have proven experience and participation in **complex development projects and in large-scale infrastructure under implementation and/or implemented over the course of the last three years, totaling a minimum budget of €75,000,000**. As such, Candidates should include in their Proposal a detailed list of the projects undertaken by the Head of the Project Team, with sufficient supporting description of the exact responsibilities and services. The participation will concern either the provision of consulting services and the delivery/performance of specific advice and expertise, or the design, study, construction, implementation, and coordination of such complex projects.
3. The Proposal should contain the CV/Resume for each and every team member and a list of all the projects they have been involved in order to prove their experience. This list needs also to clearly indicate the role and contribution of each team member to the respective project.

#### **Dossier B': Methodology**

1. Candidates are required to submit a brief description of their proposed methodological approach that they will apply in monitoring and performing their services. The Candidates are also required to showcase and underscore the critical issues, as well as how they intend to apply objective

performance indicators with regards to the monitoring of the Project as well as the respective deliverables.

2. The methodology should elaborate on the development of all Project stages and phasing during the First Funding Period of the Project; hence it is required to have the capability to be adapted to the relevant needs as they arise and see fit. The method by which the progress and phasing of the Project will be monitored shall be on the basis of objective technical criteria, tools and indicators that will be included in the Proposal.

### **Dossier C': Financial Offer**

1. The Financial Offer must include the proposed fees for the assigned services. In particular the maximum proposed budget must be accompanied by a specified analysis related to the subcategories of services and the duration of the Project, always in relation to monitoring the Integrated Development Plan and the Business Plan of the Buyer during the First Funding Period. The disbursement of the maximum proposed budget shall be allocated equally per year, with a maximum deviation of 5%.
2. The Financial Offer must be unconditional and without any reservations and must not exceed the maximum budgeted fee amount as provided in this RfP. Abnormally low Financial Offers, which do not match/justify or are not relevant or compatible with the Minimum Required Qualifications listed in Dossier A' with regards to Track Record & Experience and with regards to Project Team, will be excluded.
3. The Financial Offer should also include the maximum amount and a specified analysis of all types of expenses that are expected to arise for the purposes of the services, which will be covered in accordance with the Policy on Advisor Expenses of the Fund (Annex 1). The Advisor shall be entitled to obtain at its own expense independent professional and/or technical advice, as it may reasonably require carrying out its task.

Interested domestic or foreign companies, each member of an Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team, must declare in writing that they are not in a conflict of interest situation regarding the services required to be provided to the HRADF for the Project at the time of submission of the Proposal, as well as that they have no professional or economic relationship or that they do not provide services to third parties, and in particular to the Company and its subsidiaries, to the Buyer and its Affiliates and to the Buyer's Guarantor, such that may qualify or may constitute a conflict of interest for the parties involved. In case at the time of the submission of the Proposal there is an existing professional relationship or economic cooperation with the aforementioned entities, or in case in the future there is such a professional or economic relationship or assignment of services, after the conclusion of an engagement with the Fund, the Interested domestic or foreign companies, each member of the Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team, should declare in writing that the professional relationship and economic cooperation is not conflicting and does not create and shall not create or lead to a conflict of interest for any of the parties involved. Such absence of conflict of interest shall be in effect throughout the term of the engagement. The solemn declaration of the absence of the conflict of

interest must be submitted in accordance with Annex 2 of this RfP. The HRADF may at any time request from the Interested domestic or foreign companies, each member of the Interested association or consortium of domestic and/or foreign companies and each individual member of their proposed Project Team to submit details and documentary evidence on issues that are related to the absence of the conflict of interest throughout the term of the engagement with the Fund. The requested solemn declarations must be included in Dossier A 'of the Proposal.

All the above minimum required qualifications must be met. Candidates who do not meet the minimum requirements of the previous Track Record and Experience and of the Project Team, as specified in particular in Dossier A', or who do not submit complete and fully compliant Dossiers according to the above requirements, will be excluded from the selection process. **Candidates and any of their affiliate persons may not participate in the Proposals of other Candidates under this RfP.**

## 5. Selection and Assignment Process

**5.1.** The assignment will be awarded according to the provisions of Law 3986/2011 and the HRADF Regulation, as amended and codified with the Ministerial Decision No. 2/16128/0025 (Government Gazette B' 476/26.02.2014). Candidates will be assessed and evaluated based on all the above requirements referred to in article 4, as they are presented in the weighted table below. The assignment will be awarded to the Candidate with the highest score ("Preferred Candidate"). HRADF reserves the right to award the contract to the Candidate with the second highest score as substitute of the Preferred Candidate (Substitute Preferred Candidate) under the terms indicated in 5.9 below.

<b>Dossier A'</b>	<b>60 %</b>
Part 1 – <b>Track Record &amp; Experience</b>	<b>35 %</b>
Part 2 – <b>Project Team</b>	<b>25 %</b>
<b>Dossier B' – Methodology</b>	<b>15 %</b>
<b>Dossier C' – Financial Offer</b>	<b>25 %</b>
<b>Total</b>	<b>100 %</b>

**5.2.** The Fund may request additional information, clarification and/or documents from the Candidates in relation to their Proposals. Such communication will be conducted either orally or through in person meetings, or via written correspondence.

**5.3.** Candidates must submit their Proposal in **English** or in **Greek** , consisting of Dossiers A', B' and C', along with the declaration confirming the absence of conflict of interest and all other relevant supporting documentation, which proves the required professional experience and expertise of the Candidates and the proposed Project Team, by uploading the files (maximum overall file size 15GB) to a secure electronic folder 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 (for the attention of Ms. Chryssoula Rallia) by no later than 48 hours prior to the deadline for the submission of Proposals**, in order for the instructions and passwords for uploading the tender material to be sent to the Interested Party.

- 5.4. Dossier C' which includes the Financial Offer, must be protected with the password. Otherwise, the Candidate will be automatically disqualified. Following the evaluation of Dossiers A' and B' of the Proposal, the assessed Candidates who have (a) submitted complete files compatible with the minimum required qualifications (previous Track Record and Experience, Project Team and Methodology as described in this RfP) and b) have submitted accurate and complete declarations of non-conflict of interest in accordance to Annex 2 of the RfP, will be contacted via e-mail to send their Password, in order to evaluate the content of Dossier C' (Financial Offer). If Candidates do not respond in a timely manner to the invitation of the Fund to send their Password, they will be disqualified from the selection process. Candidates who fail to submit compliant Dossiers A' and B' of the Proposals and/or the declaration of non-conflict of interest as noted above, will be notified by the HRDF via e-mail that they will not proceed with the evaluation of Dossier C' (Financial Offer.) Following the evaluation of Dossier C' (Financial Offer) all Candidates invited to send their Password, will be informed via e-mail with regards to the outcome of the process.
- 5.5. The Proposals must be submitted by no later than **Friday the 4<sup>th</sup> of March 2022, 17:00**, Athens time. Proposals submitted later than the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In case of a late receipt, the Proposal shall not be evaluated.
- 5.6. Candidates may seek clarification and/or ask questions to **tender@hraf.gr (for the attention of Ms. Chryssoula Rallia)**. To ensure uploading and/or receipt of any files and supporting documents of the Proposals, a written confirmation is recommended and can be requested at the sole responsibility of the Candidates from **tender@hraf.gr (for the attention of Ms. Chryssoula Rallia)**.
- 5.7. The HRADF reserves the right to request from the Preferred Candidate, with the highest score, the improvement of its Financial Offer, prior to the award of the assignment.
- 5.8. The assignment is completed with the signing of a written engagement between the Fund and the Preferred Candidate, following a decision made by the Board of Directors of the Fund on the assignment and a prior written consent provided by the Company.
- 5.9. In the event that the Fund and the Candidate with the highest score do not reach an agreement on the terms and conditions of the engagement within a reasonable time frame, the Fund reserves the right, at its exclusive discretion, to nominate the Candidate with the second highest score as a Substitute Preferred Candidate, to negotiate the terms and conditions of the engagement.

## 6. Tender Terms & Conditions

- 6.1.** The RFP, the selection process, and the Proposals to be submitted are and shall be governed by and construed exclusively 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.** 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 advisers, 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 Process. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this Request for Proposals and the process in general.
- 6.3.** All Candidates accept hereby the approved expenses policy of HRADF on the reimbursement of expenses to be incurred by them in case of award of this RfP.
- 6.4.** HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend, or postpone this procedure, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the Process, without incurring any liability whatsoever as against any participant and/or any third party.
- 6.5.** The submission of a Proposal constitutes full and unconditional acceptance of the terms and conditions of this Request for Proposals, recognizes the legitimacy, and unreservedly and fully accepts the terms and conditions of the Request for Proposals and acknowledges that it is fully apprised of local conditions, and the regulations and contractual and organizational framework within which the Fund operates and of the requirements contained in the Request for Proposals. Any failure to comply with the terms of the Request for Proposals or any failure to provide the necessary information may be deemed by HRADF, at its discretion, as sufficient ground for rejecting a proposal.
- 6.6.** 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.
- 6.7.** Any dispute arising under, or out of, or in connection with the present Request for Proposals, including the Proposals submitted shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.

## 7. Annexes

### Annex 1 – ADVISOR EXPENSES POLICY

#### 1. Interested parties

This pertains to external advisors that are employed on HRADF asset development projects.

#### 2. Expense type and limits

The expenses covered by the Fund pertain to:

**A. Travel and living expenses for advisors that are away from home**, in other words expenses which pertain exclusively to the development project in which they are involved, as described in the cases below:

##### 1. Advisors based abroad:

I) Air travel to/from the advisor's home base as well as domestic travel within Greece by air or a different means and living expenses in Greece, when the advisor travels to Greece for the purposes of the project.

II) Air travel to/from the advisor's home base, expenses for air travel or via a different means within the destination country and living expenses, when the advisor carries out trips abroad for the purposes of the project.

##### 2. Advisors based in Greece:

I) Domestic air travel or via a different means as well as living expenses at the destination when travelling domestically for the purposes of the project.

II) International air travel with return as well as living expenses at the destination when travelling abroad for the purposes of the project.

In the table which follows, the corresponding maximum limits are described, which will be taken into account when calculating the expense budget during conclusion of contracts, multiplied by the estimated man days. In addition, the limits below will have to be taken into account when calculating the daily remuneration as well as for calculation of reimbursement for air travel when required. For contracts that have already been concluded, the limits below are taken into account for approval of the expenses made within the framework of the contracts already in effect.

TYPE OF PROVISION FOR EACH CASE	A. AND B.I	A.II AND B.II
<b>Air travel</b>	Economy Class	Economy Class
<b>Accommodation</b>	€ 130	€ 180
<b>Daily living expenses<sup>1</sup></b>	€ 50	€ 75

<sup>1</sup>: Living expenses means the cost of food and travel expenses on means of public transportation or by taxi in the event that no other means of transportation exists in the city/destination

In cases where air travel is carried out in business class for reasons of the counterparty's policy, the maximum limits for compensation per destination are provided in the Table in Appendix 1. Cases of travel from destinations not included in the aforementioned Table will be examined on a case by case basis. In cases where air travel is carried out in business class for reasons of proven force majeure, these are exempt from the above policy and will be examined on a case by case basis.

In the event that the project requirements necessitate the use of a car, then kilometric compensation will be recognized, equal to €0.20 per kilometer, based on documentation.

B. Expenses for *printing, photocopies, teleconferencing, and other expenses required to cover the specific needs of projects* except for mobile telephone and other telephone contact expenses. Printing and photocopying expenses are not covered which result from the use of own means by the advisor, except solely if, for the purposes of the project, provision of services by a third party was required.

### **3. Conditions for covering advisor expenses**

- It must be clear from the third party invoices the advisors provide as documentation for coverage of their expenses that these pertain to the specific development projects the latter are employed on.
- Travel expenses will be approved only if the corresponding documents have been issued in the name of the official or the company which is re-invoicing the expense to HRADF. Otherwise, they will not be covered by HRADF.
- Advisors are required to plan their trips in collaboration with the Project Manager in order to avoid charges for extraordinary travel.
- For the coverage of car rental expenses, pre-authorization by the Project Manager and the Executive Director or the CEO is required.

### **4. Method of covering expenses**

There are two alternative methods of covering advisor travel expenses:

- Through re-invoicing of travel expenses and the provision of related documentation.
- Through the payment of daily compensation, as well as compensation for each trip that the advisor carries out. In this case, the air travel and related cost must be determined, which will serve as the basis for determining compensation. Additionally, in this case, the price which will be paid by HRADF will be considered extra remuneration for the advisor.

### **5. Procedure for payment of expenses**

The procedure for payment of advisor expenses on the part of HRADF includes the following steps:

- Provision of documentation, in other words photocopies of the invoices - expenses being re-invoiced, which must accompany the corresponding invoice.
- Solemn Declaration by the advisor's legal representative that the corresponding expenses have not also been invoiced to another client/other project of the advisor, and
- Approval by the Project Manager who will ensure that the above limits have been respected, as well as the purpose of the related travel expenses, in other words how necessary these were for carrying out the advisors' project.

The expenses are paid one month from the date of invoicing provided that problems did not arise during checking of these.



## 6. Exceeding of expense limits

HRADF will not cover costs and living expenses that exceed the agreed upon limits. Exceeding of the limit shall not be covered by HRADF, without prior notification and approval by the Project Manager and the Executive Director or the CEO.

## 7. Advisor contracts

New contracts must provide for:

- The expense limits which must be agreed upon prior to conclusion of the contract and must be referred to in the corresponding paragraph.
- A total budget for travel as well as living expenses to include travel expenses.
- The manner of handling expenses, either through re-invoicing of expenses or through payment of daily compensation, as well as agreed upon compensation per trip.

### APPENDIX 1 TRIPS TO ATHENS PER DESTINATION

	Abroad	Price (€)
1	London	488
2	Larnaca	224
3	Rome	369
4	Istanbul	345
5	Paris	604
6	Milan	400
7	Zurich	430
8	Munich	640
9	Frankfurt	568
10	Brussels	508
11	Bucharest	350
12	Amsterdam	500
13	Doha	1175
14	Berlin	418
15	Moscow	560
16	Warsaw	393
17	Tel Aviv	425
18	Sofia	295
19	Cairo	280
20	Geneva	355
21	Belgrade	415
22	Vienna	375
23	Madrid	505
24	Copenhagen	465
25	Dusseldorf	425
26	Barcelona	440
27	Berut	370
28	Kiev	355
29	Tirana	368
30	Amman	525
31	New York	1980
32	Stuttgart	428
33	Budapest	408
34	Stockholm	435
35	Abu Dhabi	1105
36	Dubai	1100
37	Izmir	265
38	Prague	465
39	Manchester	603
40	Malta	385
41	Hamburg	425
42	Tehran	555
43	Venice	440
44	Larnaca-Dubai	1098
45	Lyon	630
46	Bahrain	1065
47	Dublin	548
48	Toronto	2910

	Domestic	Price (€)
1	Thessaloniki	210
2	Santorini	245
3	Irakleio	205
4	Rodos	210
5	Chania	205
6	Mykonos	220
7	Mytilene	205
8	Chios	198
9	Corfu	200
10	Samos	200
11	Alexandroupoli	210
12	Kos	210
13	Paros	180
14	Milos	160
15	Ioannina	210
16	Kavala	205
17	Zakynthos	165
18	Naxos	180
19	Skiathos	180
20	Karpathos	210

*1. PRICES ARE BASED ON THE CURRENT AIRLINE PRICING POLICY FOR ROUND TRIP TRAVEL. WHERE TRAVEL PERTAINS TO A ONE-WAY TRIP, THE PRICE IS SET AT ONE HALF OF THE PRICES LISTED ABOVE.*

*2. CALCULATION OF THE PRICES WAS CARRIED OUT BY CALCULATING THE DIFFERENCE BETWEEN THE HIGHEST PRICE AND THE AVERAGE PRICE PER DESTINATION.*

Annex 2 – SOLEMN DECLARATION

**SOLEMN DECLARATION**

(Article 8 Law 1599 / 1986)

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

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

In my own responsibility and under my capacity as **Legal Representative** of the Company under the trade name ..... / **as Head** of the Association or Consortium of Companies under the trade names ..... / **as Legal Representative** of the Company under the trade name ..... **member** of the Association or Consortium of Companies under the tradenames ..... / **as member of the Project Team** and knowing the sanctions (3) set in the provisions of paragraph 6 of Article 22 of Law 1599/1986, I hereby declare that:

The **Interested Company under the tradename .....** / **The Interested Association or Consortium of Companies under the trade names .....** / **The Company under the tradename .....** **member of the Interested Association or Consortium of Companies under the trade names .....** / **I personally a) is not / am not** in a conflict of interest situation regarding the services required to be provided for the Project, as specified in this Request for Proposals for the provision of services of an Implementation Advisor responsible for monitoring the execution of the Integrated Development Plan of the Metropolitan Pole of Ellinikon – Agios Kosmas , **and b) does not have / do not have a professional or economic relationship or does not provide / do not provide** services to third parties and in particular to the Company and its subsidiaries, to the Buyer and its Affiliates and to the Buyer's Guarantor, such which **constitute or create or lead, or may constitute or create or lead,** to a conflict of interest for all the above parties involved **at the time of submission of the Proposal**. Such declaration for the absence of any professional or economic relationship, or for the absence of the provision of any potential services to third parties and in particular to the Company and its subsidiaries, to the Buyer and its Affiliates and to the Buyer's Guarantor, such that constitute or create or lead, or may constitute or create or lead, to a conflict of interest for all the above parties above regarding the services required to be provided for the Project shall apply throughout the contractual relationship for the provision of the services to the HRADF.

(4) \_\_\_\_\_

(1) Filled in by the applicant, the citizen or Authority or Public Sector Service to which the application is addressed.

(2) Written in full.

(3) "Whoever knowingly declares false facts or denies or conceals the truth by a written solemn declaration of Article 8 shall be punished with imprisonment of at least three months. If the perpetrator of these acts intended to obtain pecuniary advantage harming others, or intended to harm others, is punished by imprisonment of up to 10 years.

(4) In case of insufficient space, the declaration continues on the back and is signed by the declarant.

Date: .....

The declarant:

.....

[Signature]

## Annex 3 – PRIVACY STATEMENT FOR PERSONAL DATA PROCESSING

**I. Information**

The Hellenic Republic Asset Development Fund (“The Fund”), which is based in Athens, 6 Karagiorgi Servias, 105 62, Phone: +30 210 3274400, e-mail: info@hraf.gr , informs, in its role as data controller for the personal data provided in the implementation of the terms of the Request for Proposal dated 30.11.2021 in accordance with the provisions of the Greek and European legislation on personal data protection, 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- GDPR), the natural person signing the Offer as Candidate or as representative of a legal entity as Candidate that the Fund itself or third parties, by mandate and for its account, will process the following data:

**A. Type and source of data**

The personal data included in the Offer, which is submitted to the Fund in the context of this Tender Process by a natural person acting as a Candidate, themselves or as representative of a Candidate legal person.

**B. Purpose of Processing**

Processing purpose is the compliance with and the implementation of the terms of the Request for Proposal dated 30.11.2021, the evaluation of the Offer, the implementation of the Contract, the safeguarding of the Fund’s rights and the security and protection of transactions in general, and the fulfillment of the Fund’s legal obligations. The identification and communication data will be also used by the Fund for informing the Candidate regarding the evaluation of the submitted Offer.

**C. Recipients of Data**

The recipients of the above (under para. A) data to whom data may be notified are the following: 1. Entities to which the Fund entrusts the execution of a specific mandate for the Fund’s account (processors), namely the Legal Advisor, the Financial Advisor, the service provider of the VDR, subject to compliance to confidentiality in any case. 2. Eligible Investors in accordance with paragraph 6.4. (v) of the Request for Proposal dated 30.11.2021 3. Hellenic Corporation of Assets and Participations S.A., public entities, and judicial authorities in accordance to their competence.

In any case, the Fund ensures any transfer/disclosure of personal data shall only be made to third parties that provide advice to the Fund on the purposes described to in the Request for Proposal.

**II. Retention period**

The data under paragraph A will be retained for a twenty-(20)-years’ time period from the termination of the Tender Process in any way. In case no contract is concluded the data will be retained by the Fund for a ten (10) year period. After the expiration of the above periods the personal data will be safely destroyed/deleted.

### **III. Rights enforcement**

**7.1.** Pursuant to the GDPR, natural persons, acting as Candidates or as legal representatives of a Candidate legal person have the rights of: (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. The Fund shall take every possible measure to satisfy data subject's requests within a reasonable time and not later than one (1) month at most, which may be extended by 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 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. For the enforcement of said rights the Candidate can 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 within the retention period set out hereinabove shall concern exclusively their correction or update so as for those to be complete and accurate.

**7.2.** The enforcement of said rights does not exempt the Candidate from their obligations as derive from their participation in the Public Tender.

### **IV. Obligations of the Fund**

The Fund takes 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 and any other form of unlawful processing by adopting and implementing relevant technical and organizational measures.

### **V. Acknowledgement**

After being informed of the above, I hereby declare my unreserved acceptance on the processing of my aforementioned personal data for all the purposed referred to under para. (B) of the Declaration.

(Location) (Date)

[Signature]