



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

**REQUEST FOR PROPOSAL TO ACT AS A FINANCIAL ADVISOR
TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND (HRADF)
FOR THE CONCESSION OF THE RIGHT TO USE, OPERATE, MANAGE AND EXPLOIT THE PORT OF
MYKONOS**

Athens, April 17, 2019

1. Introduction

1.1. Pursuant to:

- i. the provisions of the Law 3986/2011 on “Emergency Implementation Measures for the Medium-Term Fiscal Strategy Framework 2012-2015” (Government Gazette 151/A/2011), the Hellenic Republic Asset Development Fund SA (hereinafter the “HRADF” or the “Fund”) was established with the sole object of developing assets of the Hellenic Republic which are included in the Privatisation Programme.
- ii. the provisions of Decision No. 218/13.08.2012 of the ICARP (Government Gazette 2322/B'/13.08.2013), according to which the Hellenic Republic transferred to HRADF the right to grant concessions to third parties of the right to use, operate, manage and exploit the movable and/or fixed assets within the upland area and/or the sea area of 23 regional ports and marinas, including (a) the Port of Mykonos ,
- iii. the provisions of the updated Asset Development Plan of HRADF as decided by the Board of Directors of HRADF and endorsed by means of a relevant decision by the Government’s Council for Economic Affairs and Policy on 05.06.2018,
- iv. the provisions of the Procurement Regulation of the HRADF (hereinafter referred to as the “Regulation”) as recently amended and codified by the Decision No 2/16128/0025 of the Minister of Finance (Government Gazette 476/B/2014), namely articles 2.1, 2.3, 2.5, and 2.6,

the current Privatisation Programme of the Hellenic Republic foresees the exploitation of the Port of Mykonos through the conclusion of a concession agreement of the right to use, operate, manage and exploit the movable and/or fixed assets within the upland area and/or the sea area of the Port (the “Transaction”).

- 1.2.** Within the framework of the exploitation of the Port of Mykonos, the HRADF is seeking to employ a specialised and highly experienced Financial Advisor (“Advisor”) in order to offer its services and the necessary assistance for the appropriate preparation and execution of the contemplated Transaction.

2. Scope of Work

The assignment will include the following:

A. During the **Preparatory Period**, the Advisor is required *inter alia* to:

- 2.1. Review any relevant available data, including all existing historical, financial, strategic and operational work done to date relating to the Port, any information memoranda, studies, reports, business plans, models and forecasts relating to the development and operation of marinas, and more particularly data on infrastructure, investment, maintenance and services offered as well as tariffs applied in marinas within the Eastern Mediterranean Sea;
- 2.2. Review and assess the current status quo and financial situation of the Port of Mykonos
- 2.3. In co-operation with the other advisors of HRADF, submit a recommendation to the HRADF in respect to the anticipated (new) tender process and the foreseen Transaction, which will include among other things a set of options and the Advisors' recommendation from a strategic, business, financial and operational point of view, in relation to the proposed course of action to be considered by HRADF relating to the Transaction. Prepare and present the optimal Transaction structure with its key assumption parameters and respective timelines for its execution (the "Recommendation");
- 2.4. Determine the value of the expected future revenues and other economic rights accruing to the HRADF from operation of the Port of Mykonos, under the best applicable structure;
- 2.5. Develop, along with the HRADF's other advisors, and regularly update the appropriate financial forecasts and models as well as perform valuation and financial analysis (including sensitivity analysis) required for the implementation of the anticipated Transactions, as well as identify the universe of potential investors, explore and evaluate potential interest for the offered asset;
- 2.6. Design, prepare and coordinate, together with HRADF's other professional advisors, all necessary procedures required for the implementation of the tender process and the anticipated Transactions such as, indicatively: due diligence process, virtual data room establishment and administration, preparation and coordination of presentations to potential investors and any other action required in relation to the proposed course of action to successfully implement each Transaction;
- 2.7. Translate any documents from English to Greek language and vice versa, if deemed necessary.

B. During the **Implementation Phase**, the advisor is expected to assist, in co-operation with any other professional advisors, in the co-ordination of the Transaction process for the Port of Mykonos the marina, from initial preparation to the final negotiation and closing of the Transactions, which may include, but is not limited to, the following:

- 2.8. Advise, and where appropriate, assist the HRADF to develop the appropriate sell strategy, identify any key potential investor requirements, attract proposals, offers or bids from potential investors, assess any such proposals, offers or bids and advise the HRADF on their relative merits;

- 2.9. Coordinate and prepare site visits with potential investors to the site;
- 2.10. Work with the other professional advisors of HRADF to prepare any and all customary tender documentation and organise all relevant tender procedures required for the Transaction (including but not limited to, Invitation for the Expression of investors' Interest, Request for investor Proposals and Concession Agreement);
- 2.11. Together with the other advisors of HRADF, assist in collecting necessary Government approvals and/or other approvals from Greek and/or European Institutions as are deemed necessary in relation to the Transaction;
- 2.12. In conjunction with the other advisors of HRADF, where appropriate, evaluate from a financial/business point of view any proposal or business plan made by any potential purchaser/investor, and submit their written recommendations to the HRADF;
- 2.13. Provide to the Board of Directors of the HRADF any required recommendation justifying the proposed course of action in the different steps of implementation of the Transaction up to Closing;
- 2.14. Assist and advise the HRADF in relation to all financial or non-financial steps pertaining to the closing of the Transaction and the fulfillment of any conditions precedent thereof.
- 2.15. Translate documents from English to Greek language and vice versa, if deemed necessary

3. Duration and Budget

3.1. Duration: The Duration of the engagement shall be up to **twenty-four (24) calendar months or** until the Transaction closes (whichever event occurs first). An extension of the duration of the engagement may be agreed upon if such is deemed necessary for the completion of the Transaction. The engagement will be enacted upon a written notification by HRADF as a provision for suspension period will be included in the contract.

Retainer Fee: The maximum available budget for retainer fees for the assignment is EUR 100,000 (excluding VAT).

Success Fee: Upon successful completion of the Transaction, the Advisor will be entitled to a success fee calculated on HRADF's total proceeds. The Success Fee shall be payable upon successful completion of the Transaction. Any Retainer Fee shall be fully off-settable against the Success Fee.

3.2. HRADF reserves the right to extend or modify the contract with the Advisor in order to limit its scope and/or to include any additional services that may be required and cannot be specified today.

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 tenderers should be able to demonstrate:

- 4.1. Track Record & Experience:** Proof of relevant track record and experience in the provision of expert financial advisory services in infrastructure concessions and Ports in particular. Experience in the Greek market or relevant antagonistic Mediterranean ports will be highly appreciated. The dossier of the Expression of Interest should include obligatorily a catalogue of all relevant projects in which the interested party has participated in the last 10 years. **(Dossier A')**.
- 4.2. Project Team:** Proposed team composition (and its proposed structure) including relevant experience of the leader and senior members of the team. Expressions of Interest should include CVs of all members of the engagement team. Moreover, a list of all relevant projects proving experience of those individual members should be submitted and included in the Expression of Interest. The suggested leader and the senior members of the project team may be replaced only with HRADF's prior consent, which shall not be unreasonably withheld. **(Dossier B')**.
- 4.3. Methodological Approach:** Interested parties should submit in their proposal a brief description of the proposed approach to the assignment, identification of critical issues, methodologies to be applied as well as its deliverables including an indicative timetable. **(Dossier C')**.
- 4.4. Budget & Success Fee:** The Dossier should include a detailed budget analysis and structure for the fees quoting and analyzing separately the following: a) monthly retainer, fully offsetable by the success fee b) percentage of success fee . The above amount includes any and all expenses for the completion of the assignment. **(Dossier D')**.
- 4.5.** The Interested parties and each member of their proposed project team must declare in writing that they do not have a conflict of interest at the time of the Submission of the Expression of Interest. Such a declaration confirming the absence of any conflict of interest shall be in effect throughout the term of the engagement of the Advisor with HRADF.
- 4.6.** 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.** The Interested Parties must meet all the qualifications as described above under 4.1 through 4.5. Interested Parties, who fail to submit their Expressions of Interest fully compliant to the qualifications required under 4.1 through 4.5 of this Invitation, shall be disqualified from the Tender.
- 4.8.** 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 of HRADF (Min. Finance Decision 2/16128/0025/2014, Governmental Gazette B' 476/26.02.2014), as in force.
- 5.2. The Interested Parties are assessed and evaluated in accordance with the table below. The tender will be awarded at the Interested Party with the highest score.
- 5.3. The Interested Parties are evaluated on the basis of the following criteria and their respective weighting:

| Criterion | Weighting |
|--|-----------|
| Track Record & Experience - DOSSIER A' | 35% |
| Project Team - DOSSIER B' | 30% |
| Methodological Approach - DOSSIER C' | 10% |
| Budget - DOSSIER D' | |
| Retainer | 15% |
| Success fee | 10% |

- 5.4. HRADF may request additional documents and/or clarifications and/or information from the Interested Parties in connection with any issue related to their Expression of Interest, if deemed necessary.
- 5.5. The Expression of Interest, 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 which proves the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are permissibly submitted electronically **by e-mail** at the e-mail address: info@hraf.gr marked "**RfP FOR FINANCIAL ADVISOR FOR THE PORT OF MYKONOS**".
- 5.6. DOSSIER D' must be protected with a password; if not, the Interested Party shall be automatically disqualified. Following the assessment of DOSSIERS A', B', C', and provided that the declarations confirming the absence of any conflict of interest are included, **only** the Interested Parties which comply with the requirements under para. 4.6 (regarding DOSSIER A', B', and C') will be invited via e-mail to send the password for DOSSIER D'. The Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of DOSSIER D', the Interested Parties (invited to send the password for DOSSIER D') will be notified about the outcome of the process.

- 5.7. The Expressions of Interest are submitted **no later than June 5th, 2019, 17:00, Athens time**. Expressions of Interest submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected. In the case of a late receipt, the Expression of Interest shall not be evaluated.
- 5.8. HRADF reserves the right to ask from the Interested Party with the highest score to improve its financial bid, prior to the final award of the assignment.
- 5.9. The award is subject to the conclusion of a written contract.

6. **Terms and Conditions**

- 6.1. The Expressions of Interest to be submitted and this Invitation, as well as the Advisor's engagement letter for the project, 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 or any of its advisors, or agents, or employees, or officers are not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this Invitation. No person acquires against HRADF and its officers, agents, employees and officers, or the HCAP or the Advisors any right or claim for compensation, or indemnification, or other, for any reason or cause related to this Invitation and/or the Expression of Interest 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 Invitation and the Tender Process in general.
- 6.3. 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.
- 6.4. 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.
- 6.5. Any dispute arising under, or out of, or in connection with the present Invitation including the Expressions of Interest submitted and the Advisor's engagement letter for the Transactions, 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.