



Request for Proposal
(RFP)
for the provision of
Data Protection Officer
supporting services to HFSF

1. Introduction

1.1. The Hellenic Financial Stability Fund (“the HFSF” or “the Fund”) was established in July 2010 through Law 3864/2010 (“HFSF Law”) and aims to support the stability of the Greek banking system by strengthening the capital adequacy of banks. HFSF support is provided in the form of either non-transferable preferred shares or common shares under the terms and conditions prescribed in the establishing law.

1.2. HFSF Information

Name: Hellenic Financial Stability Fund

Postal Address: 10 Eleftheriou Venizelou (Panepistimiou) Street City: Athens

Postal Code: 10564 Country: Greece

Tel.: +30 215 5606 900

E-mail: info@hfsf.gr

1.3. Herewith, HFSF is requesting interested parties to submit proposals for the provision of Services (as determined under 2 below), (“the Tender”).

1.4. The Cost of the Tender shall be covered by HFSF’s budget.

1.5. Proposals should be submitted in accordance with the requirements and procedures set out in this document. Based on the submissions, HFSF intends to select a law firm with which it will sign a cooperation agreement (the Agreement).

1.6. The award and implementation of the Agreement are governed by HFSF’s Procurement Policy and the rules and processes provided therein.

1.7. For the protection of your personal data, kindly refer to the following link on our site <https://hfsf.gr/en/privacy-statement>.

2. Scope of Work – Description of Services

2.1. HFSF is interested and requests the provision of the following Data Protection Officer supporting services (“the Services”) per the General Data Protection Regulation (Regulation (EU) 2016/679 for one year with the possibility of another two annual renewals:

Scope of Services:

- Monitoring and oversight of internal GDPR compliance (review and implementation of Policies and Procedures, Security Plan, Recovery Plan etc.)
- Reviewing and updating the Data Processing Agreements annexed to all contracts as required by the compliance program of the organization
- Reviewing and monitoring the compliance status of all cooperating/ business partners/entities as well as the external partners under article 28 GDPR (Controller -Processor)
- Reviewing the notification and consent documents available to natural persons (hard copies and electronic forms, applications, requests etc.)
- Reviewing and monitoring the retention period of personal data maintained in the organization's records and oversight of their deletion/destruction
- Offer consultation once a data breach or other incident has occurred and maintain the respective incident records.
- Monitoring the organization's response to data subjects' rights requests
- Act as point of contact and negotiate with data subjects regarding complaints filed or expressed concerning protecting their personal data; aiming to resolve the issue and avoid potential fines against the HFSF.
- Monitoring compliance with technical and organizational measures and updating such measures in cooperation with technical personnel
- Monitoring the website context for any updates about new legislation on data protection and the European Directives on eGovernment
- Providing information and advice to the organization's management on its obligations as a "Controller."
- Ensuring that the HFSF can prove and demonstrate its compliance to cooperating partners/entities in Greece and abroad and, above all, to the Hellenic Data Protection Authority (HDPa) in compliance with the Accountability Principle.
- Monitoring compliance with GDPR and other Greek legislation relating to personal data, policies, awareness, education and auditing.
- Conduct compliance reviews on processes and activities and prepare relevant reports for Compliance.
- Monitoring the performance and providing advice concerning the data protection impact assessment
- Implementation of specific applications for monitoring the compliance of video surveillance systems (CCTV) and updating the appropriate signage on the organization's premises.
- Deliver to all employees training on required data protection behaviours and actions. Training will take place for new employees and all employees on further developments.

3. Selection Criteria: Eligibility Criteria – Exclusion Grounds

3.1. Eligible to participate in the Tender are any natural or legal persons (in the case of an association of persons, its members) who are established in:

- a. A Member State of the European Union;
- b. A Member State of the European Economic Area;
- c. A third country which has signed and ratified the Agreement on Government Procurement (GPA), insofar as the Agreement falls within the scope of Annexes 1, 2, 4 or 5 and the EU-related general notes of Annex I to the GPA;
- d. A third country not falling under section (c) of this clause, which has signed a bilateral or multilateral agreement with the EU on matters relating to public procurement tenders.

The right to participate and the terms and conditions of participation as set out in the contract documents shall be examined at the time of submission of the offer and at the conclusion of the Agreement.

3.2. Any potential Contractor, who has been the subject of a conviction by a n irrevocable judgment for one of the following reasons, shall be excluded from this Tender:

- a. Participation in a criminal organization, as defined in article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 (OJ L 300 of 11.11.2008, p. 42) on the fight against organized crime;
- b. Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195 of 25 June 1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003, on combating corruption in the private sector (OJ L 192 of 31.7.2003, p. 54) and in the applicable laws or the economic operator's national legislation;
- c. Fraud, as defined in Article 1 of the Convention on the protection of the financial interests of the European Communities (OJ C 316 of 27.11.1995, p. 48), as ratified by Law 2803/2000 (GG A/48);
- d. Terrorist offences or offences linked to terrorist activities, as defined respectively in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164 of 22.6.2002, p. 3) or for inciting, aiding or abetting, and attempting a crime, as defined in Article 4 thereof;
- e. Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on prevention of the use of the financial system for money laundering and terrorist financing (OJ L 309 of 25.11.2005, p. 15), as transposed by Law 3691/2008 (GG A/166);
- f. Child labour or other forms of human trafficking, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA (OJ L 101 of 15.4.2011, p. 1), as transposed by Law 4198/2013 (GG A/215).

The potential Contractor shall also be excluded from the Tender if the person convicted by means of an irrevocable judgement is a partner, advisor, associate, counsel, member of its administration, the management or supervisory body or empowered to represent the operator, makes decisions on its behalf, or control its operations.

3.3. Any potential Contractor shall be excluded from the Tender if HFSF:

- (a) is aware that the potential Contractor concerned has not fulfilled obligations relating to the payment of taxes or social security contributions for which a judicial or administrative decision has been taken which has the force of res judicata and is binding in accordance with the provisions of the country in which it is established or with national law; or
- (b) can prove by appropriate means that the potential Contractor has failed to fulfil its obligations regarding the payment of taxes or social security contributions.

3.4. HFSF shall verify whether each potential Contractor has no conflict of interest concerning the project. The relevant declaration of conflicts of interest will be effective throughout the Contractor's engagement.

4. Required Expertise

4.1. Level of technical and professional ability and experience required from potential Contractors for participation in the Tender.

4.2. The proposal shall contain a description of experience, team structure, profiles, professionals' qualifications and experience, references, and other related information. This must include any team member that may be assigned to this project. Each Contractor should indicate the resources that it can provide to the Fund (including their CVs) and confirm it can deliver the requested services and support the decision-making bodies of the Fund under the timetable provided.

5. Confidentiality

5.1. It is clear that the potential Contractor, the core team individuals included, will be bound by the confidentiality undertakings provided in the HFSF Law as in force, further to which the potential Contractor will be asked to execute the HFSF confidentiality agreement.

6. Award Criteria

6.1. The selection of the Contractor will be made according to the criterion of the most economically advantageous offer, which shall be assessed based on the following evaluation criteria:

A. Technical Criteria: total score weight of 50%

Each potential Contractor will be assigned a score ranging from 1 to 4 based on their technical offer. Experience in the services described under the scope of work in capital markets transactions, structured and corporate finance, and banking. Experience working and reviewing international contacts. Quality assurance of the service delivered, size and variety of the team, exclusivity, communication and cooperation skills, on-site support, availability, response time and flexibility to queries..

B. Financial Criterion: total score weight of 50%

Each potential contractor will be assigned a score ranging from 1 to 4 based on their financial offer. The lowest financial offer will be assigned a perfect score of 4 out of 4. All the other financial offers will be assigned a score adjusted for the percentage (%) deviation from the lowest financial offer.

Proposed fee and expenses structure for the term of the engagement as provided in clause 7.3.

7. Offer and Deliverables

7.1. The potential Contractor, taking into account the requirements in Clause 6, is expected to submit the following three (A, B and C) separate Dossiers protected with a password:

Dossier A (supporting documents)

- (i) a non-conflict statement signed by the potential contractor's legal representative. Such statement as to conflicts of interest will be in effect throughout the term of the Agreement;
- (ii) photocopies of the official identification documents of the potential contractor's legal representatives;
- (iii) a declaration signed by the potential contractor's legal representative regarding the non-disclosure of confidential information;
- (iv) a solemn declaration signed by the potential contractor's legal representative declaring the non-existence of exclusion grounds; and
- (v) a declaration signed by the potential contractor's legal representative regarding fulfilling the eligibility and/or award criteria.

Dossier B (technical offer)

- (i) a presentation on their understanding of the Services and the means to provide such Services;
- (ii) a table showing the Contractor's experience in the above areas;
- (iii) core team bios indicating explicitly the Relationship Partner;
- (iv) their working assumptions;

Dossier C (Financial Offer)

- (i) their financial offer in Euros (excluding VAT);
- (ii) a draft engagement letter for the provision of the Services as well as its terms of business, including invoicing and payment terms;

7.2. If the potential contractor does not submit any of the aforementioned documents of any of the above dossiers A, B and C above, his proposal shall be deemed inadmissible and, thus, will be disqualified and excluded from this tendering process.

7.3. To be noted that the core team of the potential Contractor, which will be involved in the HFSF matters related to the Services, will not be replaced without the prior notification of and agreement by the HFSF.

7.4. Fee - It is requested that the potential Contractor provides a fee for the Services including expenses

8. Validity and Term

8.1. The submission date is 27th November 2022 – 23:00 GR time (“Submission Date”). Proposals submitted after the aforementioned deadline shall be deemed inadmissible and, thus, immediately rejected. In the case of a late receipt, the Proposal shall not be evaluated.

8.2. The offer shall remain valid for three (3) months as of the Submission Date.

8.3. The terms for the provision of the Services will be for 12 months, starting from the date the Agreement is signed. It remains at the discretion of the Fund to extend the duration of the Services of the selected Contractor for additional two terms of 12 months each.

9. Terms and Conditions

9.1. The Proposal must be submitted in English.

9.2. HFSF reserves the right to change, postpone or cancel any stage of the RfP process at any time and HFSF will notify the potential Contractor accordingly. HFSF also reserves the right to modify the scope of this RfP and the Services at any time. All relevant costs incurred by the potential Contractor or, in case of an association, by its members or, in case of a third party, by the latter shall be borne by the potential Contractor, the members of the association or the third party, respectively.

9.3. The Tendering Committee initially opens the supporting documents - Dossier A. Then, the Tendering Committee opens and evaluates the technical offers - Dossier B submitted. The Tendering Committee at this stage may (but is not obliged to) invite potential Contractors for an interview concerning their technical offers. The Tendering Committee then opens the Financial Offers – Dossier C only of the potential Contractors whose supporting documents – Dossier A and technical offers – Dossier B have not been rejected. Afterwards, the Tendering Committee evaluates the Financial Offers and prepares the list in which the potential Contractors are listed in order of ranking, based on their overall score in accordance with clause 6.

9.4. If four (4) or more valid Financial Offers have been submitted, the Tendering Committee may (but is not obliged to) invite the first three (3) potential Contractors with the highest score to submit improved Financial Offers after having notified them of the lowest Financial Offer. It is noted that the technical offers of the potential Contractors may not be modified, and their score regarding the technical offer remains unchanged.

9.5. Following the submission and evaluation of the improved Financial Offers described in the above paragraph, the Tendering Committee may (but is not obliged to) invite the two (2) potential Contractors who have submitted the lowest improved Financial Offers to submit further improved Financial Offers.

9.6. Following the submission and evaluation of the further improved Financial Offers, if the two potential Contractors have the same overall score, they will be invited to submit new further improved Financial Offers in order to reach an optimum offer. The procedure will be repeated

until an optimum Financial Offer is submitted based on the above criteria.

9.7. If the valid Financial Offers submitted are less than four (4), the abovementioned procedure applies with a corresponding reduction of the rounds of improved Financial Offers.

9.8. If any potential Contractor refuses to submit an improved Financial Offer, that potential Contractor's previous Financial Offer will remain valid and continue to bind that potential Contractor.

9.9. The content of the potential Contractor's offer is considered binding for the potential Contractor during its validity period.

9.10. This RfP constitutes an integral part of the Agreement and shall be annexed to it.

9.11. By submitting their proposal, the potential Contractor irrevocably accepts all RfP terms and conditions and waives any right to review or challenge any decision taken by HFSF in connection with the RfP.

9.12. HFSF shall notify the award decision to all potential Contractors, except for the potential Contractor which will be selected. Upon request of the potential Contractors the Tendering Committee may provide the minutes of its decisions.

10. Agreement Performance Conditions

10.1. Throughout the term of the Agreement, the Contractor must comply with all environmental, social security and labour laws and regulations applicable under EU Law, the Greek legislation, any collective labour agreements, or international environmental, social and labour regulations, as listed in Annex X of Law 4412/2016.

10.2. Compliance of the Contractor with these obligations shall be monitored and verified by the bodies supervising the implementation of the Agreement and by any competent public authorities and agencies acting within the scope of their powers.

11. Method of Payment

11.1. Payments shall be implemented as defined in the Agreement.

12. Communication

12.1. All offers, which will include Dossier A (supporting documents), Dossier B (technical offer) and Dossier C (Financial Offer), must be submitted by 23:00 GR time on the Submission Date (27th November 2022) via one email to the address tendering_dpo@hfsf.gr. The email must contain three (3) separate password protected pdf files, each corresponding to Dossiers A, B and C. Following that and thirty (30) minutes later, i.e. by 23:30 GR time on the Submission Date (27th November 2022), a separate email must be sent to the address tendering_dpo@hfsf.gr containing three (3) distinct passwords for each one of the password protected pdf files sent with the offer. Overdue offers will not be accepted.

12.2. Any questions or clarification regarding the content of this RFP should be submitted in English via e-mail to the address q&a_tendering_dpo@hfsf.gr. Responses will be provided via e-mail to

the potential Contractor who posed the questions and will be communicated to all potential Contractors, without disclosing the entity's identity having posed the questions. HFSF shall designate a member of its staff and/or an external consultant to handle all matters related to this RfP.

13. Judicial Protection - Objections

13.1. The award of a contract of value inferior to or equal to the amount of 60.000 euro can be contested by means of an objection according to the provisions of art. 127 of Law 4412/2016 as applied in analogous way.

13.2. The award of a contract of value superior to the amount of 60.000 euro can be contested by means of an appeal according to the provisions of art. 360 ff. of Law 4412/2016.