



Request for Proposal
(RfP)
for the provision of
Financial Advisory Services

1. Introduction

1.1. The Hellenic Financial Stability Fund (HFSF) was established in July 2010 (Law 3864/2010) and aims at supporting the stability of the Greek banking system by strengthening the capital adequacy of banks. HFSF support is provided in the form either of 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
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1.3. Herewith, HFSF is launching a tender (“the Tender”) requesting, according to its Procurement Policy, to receive proposals for the provision of Services (as determined under article 2 below).

1.4. The cost of the Tender shall be covered by HFSF 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 an advisory firm with which it will sign a cooperation agreement (“the Agreement”).

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

1.7. For the protection of your personal data kindly review our Personal Data Protection Policy published on our site (<http://www.hfsf.gr/en/privacy-statement>)

2. Scope of Work – Description of Services

2.1. As per the provisions of article 8 of the HFSF Law 3864/2010 as in force, the Fund must engage a Disposal Advisor in order to assist the Fund with the assessment of a potential disposal of its holdings in the financial institutions.

In that context, HFSF is currently seeking to engage by means of the present Request for Proposals an independent financial advisory firm (“the Contractor”) in order to act as a Disposal Advisor as per the provisions of the amended HFSF Law 3864/2010 with respect to a potential disposal of its holding in one (1) of the systemic banks, through a targeted share buyback process.

The Disposal Advisor should act on behalf of the HFSF for any preparatory work as well as for the execution of the transaction. In addition, it should provide a detailed timetable of the transaction from initiation till completion.

The Disposal Advisor shall coordinate and liaise with the Divestment Strategy Advisor (as defined in the HFSF Law as in force) as well as with the legal advisors as deemed appropriate.

The Disposal Advisor should also provide at minimum and as per the HFSF Law as in force the following deliverables: (a) a proposal of a specific disposal transaction in accordance with the divestment strategy, (b) a reflection and evaluation of conditions prevailing in the market, (c) a reasoned proposal of the most appropriate transaction structure (d) accompanied by a reference schedule for the disposal of shares (e) adequately justify the conditions and manner of disposal of the shares, (f) as well as the necessary actions for the completion of the process and the observance of the schedule.

In addition, HFSF will require that the Disposal Advisor assesses the terms of the offer received and submits to the Fund’s BoD a valuation opinion accompanied by a valuation report, justifying the final price of the disposed HFSF shareholding stake (the “Valuation Opinion”). The Disposal Advisor will cooperate with the Legal Advisor to ensure that all commercial issues required have been addressed properly in the transaction documents.

Apart from the Valuation Opinion, and according to the provisions of HFSF’s Divestment Strategy, it will be required from the Disposal Advisor to conduct a short competitive process among interested potential investors to maximize the value from the disposed HFSF shareholding. In addition, in the context of the competitive process, the Disposal Advisor shall provide among others, (i) the letter required by interested potential investors that would need to submit to HFSF, (ii) a memo explaining the rules for the competitive process and an explanation of the auction bidding process that would be implemented if

required and (iii) the “*bona-fide*” assessment of the investors as required by the Divestment Strategy of the Fund.

Finally, the Disposal Advisor shall provide advisory support to the Fund after submitting its report and at all stages of the transaction.

2.2. The Services will be provided according to the following time schedule:

Following the award notice /start of the engagement by end of June 2023, the Contractor which will have been selected according to the process provided herein, will be expected to coordinate with other HFSF’s financial and legal advisors and begin its assignment. It is noted that due to the nature and the process of the transaction, HFSF may require from the Contractor to provide all deliverables as set out under clause 2.1, in a very short timeframe.

Prior to the Award Notice date it will be at the discretion of the Fund to request the potential contractors to present their Proposals to the Tendering Committee of the Fund.

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 Proposal and at the conclusion of the Agreement.

3.2. Any potential contractor, who has been the subject of a conviction by irrevocable judgment for one of the following reasons, shall be excluded from the 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 financial services against organized crime;
- b. Corruption, as defined in Article 3 of the Convention on the financial services 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 in 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 the purpose of 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 labor 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 be also excluded from the Tender if the person convicted by means of an irrevocable judgement is a member of its administration, management or supervisory body or empowered to represent the potential contractor or make 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 fulfill its obligations with regard to the payment of taxes or social security contributions.

4. Required Expertise

4.1. Level of technical and professional ability and/or experience required from potential contractors for the participation in the Tender:

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

4.2. HFSF shall verify whether each potential advisor has no conflict of interest concerning the Project. The relevant declaration as to conflicts of interest will be in effect throughout the term of the Contractor's engagement. In addition, conflicts and constraints for the Disposal Advisor as defined in the HFSF Law as in force should also be considered by the Contractor,

and especially the fact that the capacity of the Disposal Advisor is incompatible with the capacity of the Divestment Strategy Advisor.

4.3. In addition, the Agreement should include, among others, liability clauses in case of non-execution or improper execution of its consulting work and provision for not providing consulting services to any third party or entity on any issue related to the content of the divestment strategy within one (1) year from the expiration of the above contract.

5. Confidentiality

It is made 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 submit a declaration regarding the non-disclosure of confidential information, according to clause 7.

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 on the basis of the following criteria:

1. Experience: Experience in Europe in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings; especially, experience in Greece in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings. The above assignments and transactions should have been carried out independently and entirely by the potential advisors.
2. Team: Proposed team composition including experience of the senior members of the team. Emphasis will be placed on the qualifications and experience of the team leader and team members assigned to the Project, as well as on their relevant experience in Europe in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings; especially, experience in Greece in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings. The above

assignments and transactions should have been carried out independently and entirely by the potential advisors.

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

The final evaluation and ranking of proposals of potential contactors will be based on the following formula:

A. Technical Criteria: total score weight of 80%

Each potential advisor will be assigned a score ranging from 1 to 4 for each of the two criteria i.e. Experience and Team.

The criterion “Experience” will be assigned a weight of 70%, while the criterion “Team” will be assigned a weight of 30%. The total score of the Technical Offer will be the sum of each weighted criterion.

In particular, the criterion “Experience” will be rated as following:

- i. Experience in Greece and Europe in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings. More specifically, overall scoring will be allocated between Greek (60%) and European (40%) transactions, and further split between ECM (70%) and M&A Advisory (30%) completed transactions. In addition, experience in ECM transactions will be further split between experience in the Banking and non-Banking sector (70%-30% split respectively) preferably as global coordinator, while M&A advisory experience as lead financial advisor, will be further split between Government related projects and non-Government related projects with a 70%-30% split respectively. The above assignments and transactions should have been carried out independently and entirely by the potential advisors.– *Overall score weight 70% of the Technical Offer score.*

The criterion “Team” will be rated as following:

- ii. Experience of the proposed team in Europe in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings; especially, experience in Greece in assignments and successfully completed M&A and ECM transactions in the financial services sector (at least over the past three [3] years), preferably as lead financial advisors in M&A transactions and as global coordinators in equity offerings. The above assignments and transactions should have been carried out

independently and entirely by the potential advisors. – Overall score weight 30% of the Technical Offer score.

B. Financial Criterion: total score weight of 20%

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.

7. Offers 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 declaration signed by the potential contractor's legal representative declaring that the potential contractor has not been subject of a conviction by irrevocable judgement for one of the reasons referred to clause 3.2. (a-f)
- (v) declarations signed by the potential contractor's legal representatives declaring that they have not been subject of a conviction by irrevocable judgement for one of the reasons referred to clause 3.2. (a-f)
- (vi) a declaration signed by the potential contractor's legal representative declaring that the potential contractor fulfills its tax and social security obligations.
- (vii) a declaration signed by the potential contractor's legal representative regarding the fulfillment of 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 potential contractor Firm'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) ("The Financial Offer");
- (ii) a draft engagement letter for the provision of the Services as well as its terms of business including invoicing and payment terms;

In case the potential contractor does not submit any of the aforementioned documents of any of the above dossiers A, B and C above, its Proposal shall be deemed inadmissible and, thus, will be disqualified and excluded from this tendering process.

Additionally, HFSF may invite potential contractors to clarify the documents submitted.

7.2. 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.

7.3. Each potential contractor shall specify, at least, the total cost of the Services, as well as the associated expenses. Each potential contractor shall also provide a fee and expenses structure.

The proposed fee structure shall include a base fee in Euros (€) plus a success fee in basis points (bps). The base fee shall cover all the actions required under the preparatory phase, while the success fee will be payable only upon execution of the transaction.

The bid shall indicate the VAT separately, the time of issue and delivery of the invoice and the time of payment.

8. Validity and Term

8.1. The submission date is June 15th, 2023 – 18:00 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 a period of 3 months as of Submission Date.

8.3. The terms for the provision of the Services will be for 12 months unless otherwise agreed in writing, starting from the date of the Agreement is signed.

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.

10. Procedure

10.1 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 with respect to 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 proceeds with the evaluation of 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 Article 6, and, in case the potential contractors are more than three (3), excludes the lowest ranked potential contractor.

Subsequently, the Tendering Committee, after having communicated the lowest Financial Offer to each of the potential Contractors still participating in the procedure, invites them to submit an improved financial offer (first round of improved financial offers). It is noted that the technical offers of the potential Contractors may not be modified, and their score regarding the technical offer remains unchanged.

Following the submission and evaluation of the sub folders of the improved Financial Offers, the Tendering Committee shall rank the potential Contractors still participating in the procedure on the basis of their overall performance in terms of both technical and financial criteria (taking into account the improved financial offers) and, in case the potential contractors are more than three (3), shall exclude the lowest ranked economic operator.

Finally, the Tendering Committee, after having communicated the lowest financial offer to each of the potential contractors still participating in the procedure, invites them to submit a final financial offer without modifying their technical offer (second round of improved financial offers).

After the submission of the sub-folders with the final improved financial offers and their evaluation, the Tendering Committee shall draw up the list in which the top three (3) potential Contractors are listed on the basis of their overall performance in terms of both technical and financial criteria (taking into account the final improved financial offers) in accordance with clause 6.

In the event of a tie due to equal scores the Tender Committee shall invite the potential Contractors to submit further improved financial offers. The procedure will be repeated until three (3) optimum potential contractors are selected on the basis of the criteria of clause 6.

If a potential contractor refuses to submit an improved financial offer, its previous financial offer remains valid and binding.

The list containing the first three potential contractors will be notified to the Minister of Finance in order for the latter to deliver his opinion to HFSF according to art. 8 para. 1d of the amended HFSF 3864/2010 Law.

10.2. The content of the potential contractor's Proposal is considered binding for the potential contractor during its validity period.

10.3. This RfP constitute an integral part of the Agreement and shall be annexed to it.

10.4. By submitting their Proposal, the potential contractors irrevocably accept all RfP terms and conditions and waive any right to review or challenge any decision taken by HFSF in connection with the RfP.

10.5. HFSF shall notify the award decision to all potential contractors, except for the Provisional Contractor. Furthermore, HFSF shall notify copies of all minutes drawn up during the tender selection and award procedure to any potential contractor upon its request.

11. Agreement Performance Conditions

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

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.

12. Method of Payment

The Contractor's payments shall be implemented as defined in the Agreement.

13. Communication

13.1. All offers, which will include Dossier A (supporting documents), Dossier B (technical offer) and Dossier C (Financial Offer), must be submitted by 18:00 GR time on the Submission Date (June 15th, 2023) via one email to the email address financialadvisor_disposal@hfsf.gr. The e-mail must contain three (3) separate pdf files, each one corresponding to the Dossiers A, B and C. Overdue offers will not be accepted.

13.2. Any question or clarification regarding the content of this RFP should be submitted in English via e-mail to the email address q&a_financialadvisor_disposal@hfsf.gr. Responses will be provided via e-mail to the potential Contractor which posed the questions and will be communicated to all potential Contractors, without disclosing the identity of the entity having posed the question. HFSF shall designate a member of its staff and/or an external consultant to be responsible for handling all matters related to this RFP.

14. Judicial Protection – Objections

14.1. The award of a contract of value inferior 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.

14.2. 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.