

RESPONSES TO CLARIFICATION QUESTIONS OF INTERESTED PARTIES¹

REGARDING THE INVITATION TO SUBMIT AN EXPRESSION OF INTEREST FOR THE AWARD OF A SERVICE CONCESSION AGREEMENT IN RELATION TO FINANCING, OPERATION, MAINTENANCE AND EXPLOITATION OF EGNATIA ODOS MOTORWAY AND THREE VERTICAL ROAD AXES (THE “INVITATION”²)

Athens, 9.1.2018

A/A	REFERENCE³	QUESTION⁴	ANSWER
1.	10.4(ii), 10.5(ii)	<i>“We would like to request the following question:</i> <i>1. Cl. 10.5.ii, Documents demonstrating the appointment and authority of one or more persons as legal representatives is requested to be included in the documentation.</i> <i>In case such document is the same document referred to in cl. 10.4.ii (relevant authorisations / legal representation documents), should it be submitted in one copy or two copies of the same document are needed?”</i>	In such case, it is not required that the respective documents are submitted twice, provided that the documents included in the Expression of Interest meet the requirements of both articles 10.4(ii) and 10.5(ii) of the Invitation. For convenience purposes during examination by the Fund of the respective Expression of Interest, Interested Parties are encouraged to mention in their Expression of Interest that the relevant documents cover the requirements of both aforementioned provisions of the Invitation.
2.	7.5(i), (ii) & (iii)	<i>“Further to reviewing the responses provided to our clarification questions submitted on December 18th 2017, as such have been included in the relevant list uploaded yesterday on the HRADF’s website, please see below for your consideration a few further follow-up questions regarding the Tender Process or other related matters, as per the relevant provisions of Clause 12.1 of</i>	We refer to the relevant provisions of art. 39 of Law 4413/2016, in light of which the articles 7.5(i), (ii) & (iii) of the Invitation shall be interpreted and implemented by the Fund.

¹ Please note that, in case of conflict between the Greek and the English version of these responses, the Greek text shall prevail.

² Unless otherwise specified herein, capitalized terms used in the present shall bear the same meaning as in the Invitation.

³ Reference is made to articles of the Invitation.

⁴ Kindly note that all questions are included as posed.

		<i>the Invitation to submit an Expression of Interest for the award of a service concession agreement in relation to financing, operation, maintenance and exploitation of Egnatia Odos motorway and three vertical road axes (hereinafter the “Invitation”). (...) Reference is made to the question (and the respective response) under A/A 3. There seems to be a misunderstanding of exactly what we have asked for under this question. What we actually wanted to sort out is the contradiction (if any) between Clauses 7.5(i) and 7.5(ii) on one hand and Clause 7.5(iii) on the other hand (and not between Clause 7.5(i) on one hand and Clause 7.5(ii) on the other hand, as per your relevant response). More particularly, Clauses 7.5(i) and 7.5(ii) state that any breach of tax or social security related obligations needs to be established by a judicial or administrative decision having final and binding effect, whereas Clause 7.5(iii) offers to the Fund the discretion to demonstrate <u>by any appropriate means</u> that the Interested Party is in breach of its above obligations. Please explain.”</i>	
3.	8.6	<i>“Further to reviewing the responses provided to our clarification questions submitted on December 18th 2017, as such have been included in the relevant list uploaded yesterday on the HRADF’s website, please see below for your consideration a few further follow-up questions regarding the Tender Process or other related matters, as per the relevant provisions of Clause 12.1 of the Invitation to submit an Expression of Interest for the award of a service concession agreement in relation to financing, operation, maintenance and exploitation of</i>	An Interested Party (or a Consortium member), if it so wishes, may rely on the financial eligibility of more than one third party provided that, in accordance with the answer A/A 6 of the second set of clarifications provided by the Fund on 3.1.2018 , at least one of such third parties fulfills the criteria included in clauses 8.2 and 8.3 of the Invitation. With regards to your second question, as per ANNEX C – Template 1 of the Invitation, such third party should make available all necessary financial resources to Interested Party during the Tender Process and during such time as is required under the Concession Agreement, to this end any such

		<i>Egnatia Odos motorway and three vertical road axes (hereinafter the "Invitation"). (...) Reference is made to the question (and the respective response) under A/A 6. Further to the relevant response provided, we would kindly ask you to inform us whether an Interested Party may rely on the financial eligibility of solely one third party or of even more than one third parties. Furthermore, we would wish to know whether such third party (or parties) may be replaced throughout the Tender Process and, if so, at which specific time and under which specific conditions and terms."</i>	third party should not be replaced during the Tender Process.
4.	10.2(vi)	<i>"According to the "RESPONSES TO CLARIFICATION QUESTIONS OF INTERESTED PARTIES" issued on 13 December 2017, answer to question 10, i.e. "Official translation" is a translation of a document from a foreign language into Greek or vice versa pursuant to the provisions of Law 3712/2008 or pursuant to the provision of art. 36 Law 4194/2013. It specified "from a foreign language into Greek". Could you please clarify the meaning of "official translation" into English? Thanks!"</i>	Translation of documents, drafted or issued in a foreign language, into English may be prepared by a person legally entitled to proceed with such translation under the laws of the country of issue of the respective document, provided that such person confirms its relevant right/authority with reference to the applicable legal provisions.