

№	Question	Answer
1.	<p>Please confirm our understanding that all documentation to be submitted by a bidder (legal,financial,technical) has to be both in Bulgarian and in English and in case of a difference the Bulgarian transcript will prevail to English</p>	<p>Pursuant to Clause 6.5(b) of the Tender Documents</p> <p><i>"The Application and the Offer, and documents related to the Application and the Offer exchanged by the Bidder and the Commission and/or the Grantor shall be written in Bulgarian language or in English. In case of English language, or any other language, such documents shall include also a Bulgarian non-official translation, unless an official translation is expressly required pursuant to these Tender Documents."</i></p> <p>We confirm that the Bulgarian transcript will prevail.</p>
2.	<p>Please advice if the C.A will be ratified by Bulgarian Parliament by means of a law prior to Concession Commencement Date.</p>	<p>There is no requirement for ratification of the Concession Agreement by the Parliament at any stage of the Concession award procedure.</p>
3.	<p>Please inform us if personnel transferred from Grantor to the Concessionaire is entitled to a pension scheme different than the one they were entitled to before the transfer to the Concessionaire. Further to this please inform us if an employee who is eligible to apply for pension once transferred to the Concessionaire then he can maintain his position for additional years for a period of time.</p>	<p>The employment agreements with the Employees will not be terminated and will only pass on to the Concessionaire as they are as of the Concession Commencement Date. Therefore, the length of service accrued up to the change will have to be considered for pension eligibility purposes. Regarding pension schemes, please refer to previous Q&As on this topic. Please also carry out your own review according to the applicable Bulgarian law. Please keep in mind that the Grantor should comply with and apply the Bulgarian law for the duration of the Concession.</p>
4.	<p>According to the first paragraph of Appendix 11a to the draft Concession Agreement, the Initial Shareholders refer to the Concession Agreement, as the reference is made specifically, but not limited to, Clauses 11 (Concessionaire) to 13 (Change in Ownership) of the Concession Agreement. At the same time, the following second paragraph of the Appendix explicitly states that the Initial Shareholders accede to the Concession Agreement in respect of the</p>	<p>We will review and assess whether there is any need for further clarification.</p>

	<p>obligations and responsibilities under Clauses 11 (Concessionaire) to 13 (Change in Ownership) of the Concession Agreement and set out in Section 2 (Shareholder Undertakings)" [of Appendix 11a]. Further, the second paragraph of Section 1 of Appendix 11a clearly specifies that "the Acceding Party enters into the Concession Agreement exclusively in relation to the obligations and undertakings encompassed in Clauses 11 (Concessionaire) to 13 (Change in Ownership) of the Concession Agreement (the "Shareholder Undertakings") and set out in Section 2 (Shareholder Undertakings)" [of the same Appendix 11a]. In view of the foregoing quoted texts, please confirm our understanding that by signing Appendix 11a, the Initial Shareholders accede as parties only to Clauses 11 (Concessionaire) to 13 (Change in Ownership) inclusive of the Concession Agreement.</p>	
<p>5.</p>	<p>Please clarify whether there are any requirements as regards the minimum amount of the Share Capital (as defined in the draft Concession Agreement), other than the requirements laid down in the applicable law.</p>	<p>Clause 12.1.2. of the Concession Agreement specifies the minimum equity, there are no further requirements other than the ones set out in the law.</p>
<p>6.</p>	<p>As per the wording of Clause 13.2.5 of the draft Concession Agreement, the corporate guarantee to be provided by the Airport Operator Third Party shall be "in an amount corresponding to the equity which would have been provided under Clause 13.2.4 (Restrictions on share disposals)"; on the other hand, Clause 13.2.4 does not define this amount but only specifies the required minimum share participation of the Airport Operator Shareholder in the Project company - concessionaire. In view of the so identified lack of clarity and considering the lack of identification of an exact amount of the corporate guarantee in the sample of Appendix 11b to the Concession Agreement, please indicate on what basis and according to what methodology shall be used to establish the exact amount of the corporate guarantee</p>	<p>The exact amount will depend on the structure but it will be assumed that the Airport Operator Third Party accounts for 20% of the total equity.</p>

	issued by the Airport Operator Third Party under Appendix 11b. Please define the term Моля дефинирайте понятието "amount corresponding to the equity which would have been provided under Clause 13.2.4 (Restrictions on share disposals)", used in the aforementioned quote of Clause 13.2.5.	
7.	Please confirm whether the corporate guarantee provided by the Airport Operator Third Party may be in an amount lower than the Maximum Liability Amount, defined in Section 5.2 of Appendix 11b to the Concession Agreement .	Please see the response to question above.
8.	Please confirm whether the reply by the Grantor issued on 04.10.2018, before publication of the amended conditions of the Tender Documentation and the draft Concession Agreement, is still valid, notably that "the Third Party Airport Operator shall be jointly liable with the Concessionaire towards the Grantor for the fulfillment of the respective contractual obligations under the Concession Agreement supported by resources of the Third Party Airport Operator, up to the amount of the corporate guarantee to be provided by issuing the Third Party Undertaking in the form of Appendix 11b", in accordance with guideline No. CA-11 of 8 August 2018 issued by the Administration of the Council of Ministers.	Please see the response to question above.
9.	Please clarify whether there is a required minimum amount of the corporate guarantee provided by the Third Parties Providing Financial Capabilities under Appendix 11c to the Concession Agreement. Considering the lack of identification of an exact amount of the corporate guarantee in the sample of Appendix 11c to the Concession Agreement, please indicate what is the basis and the methodology to be used to establish the exact amount of the corporate guarantee issued by the Third Parties Providing Financial Capabilities under Appendix 11c and may the said corporate guarantee be issued in an	Pursuant to the current status of the documents, it is the Maximum Liability Amount.

	amount lowed than the Maximum Liability Amounty, as defined in Section 5.2 of the same Appendix 11c.	
10.	In view of the requirement under Clause 6.3 of the Tender Documentation, please clarify whether the Grantor would accept separate Participation Guarantees from each of the entities - partners in the respective Participant, issued in compliance with the term and conditions of the sample Participation Guarantee and in a total aggregate amount of EUR 2,000,000 (two million).	We will review and consider your proposal.
11.	In view of the wording of Clause 13.2.5 of the draft Concession Agreement, please clarify whether the two requirements for the new Airport Operator Third Party (i) to be able to demonstrate that its level of airports technical and operational expertise is sufficient for the performance of this Agreement and (ii) to be at least compliant with the qualification and evaluation criteria defined in the Tender Documents are cumulative and may the Grantor refuse consent for change of the Airport Operator Third Party if he considers that the level of airports technical and operational expertise of the new Airport Operator Third Party is not sufficient for the performance of the Concession Agreement, even though the Airport Operator Third Party fully complies with all minimum qualification and evaluation criteria defined in the Tender Documents.	The criteria are cumulative.
12.	Please kindly inform which works are scheduled and which are pending in order to achieve compliance with EASA requirements/certification.	“Sofia Airport” EAD is certified as required by Regulation (EC) No 216/2008 of the European Parliament and of the Council and Commission Regulation (EU) No 139/2014. The certification documents and the documents for acceptance of deviations and corrective actions are presented to the Annexes published in response Q&A_09.08 .18 _ 3. The transition has not been completed and the deadline for corrective action is the end of 2021.

<p>13.</p>	<p>Please mention which equipment and facilities are used or operated by BULATSA whilst their maintenance is on Airport company.</p>	<p>Sofia Airport maintains and supports and the Airport Control Tower (ACT) of BULATSA operates the airport lighting system (ALS) in the following configuration: side runway lights; runway threshold 09/27; end of runway 09/27; runway centerline; PAPI 09/27; approach lighting 09 – SAT I; approach lighting 27 – SAT II/III; lights in the touchdown zone of runway 27; lighted stop bars; taxiway centerline lights, vertical illuminated signboards and the ALS remote control system together with the supply facilities located in Transformer Stations 2, 3 and 4, the primary and secondary supply cable routes and the network connectivity.</p> <p>BULATSA operates and maintains facilities in configuration: DVOR, ILS GP, METEO and SEILOMETER, while Sofia Airport provides the main and auxiliary power supply thereof.</p> <p>With regard to water and sewerage networks, BULATSA uses:</p> <ul style="list-style-type: none"> • Drinking water supply of the newly built tower from the water pipeline at the site of Terminal 2. • Discharge of domestic wastewater from the newly built tower to the sewer system at the site of Terminal 2. <p>Supply of the irrigation system of the newly built tower from the irrigation water pipeline serving Terminal 2.</p>
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