

№	Question	Answer
1	<p>Considering that the entity applying for Aircraft and Ground Handling Operator Licenses has to prove it can provide all already has the respective equipment and technologies providing for the adherence to the currently in force security and safety standards and that the potential concessionaire wishes to use the respective equipment and technologies included in the subject of the concession, please confirm that the rights of the concessionaire over the respective equipment and technologies will arise from the entering into force of the concession agreement and there is no obstacle for the concessionaire to apply for the respective operator licenses with these equipment and technologies within the Transition Period in sense of the concession agreement.</p>	<p>Upon applying by the Concessionaire for obtaining an airport operator license and ground handling operator licenses, respectively, it will be taken into account that, by virtue of the Concession Agreement, the Concessionaire has the right to be handed over the assets included in the Concession Site, as well as to purchase, lease or use assets and/or rights belonging to the Current Operator (Clauses 5 and 6 of the Concession Agreement). In this respect, the signed Concession Agreement in respect to the assets included in the Concession Site and the contracts concluded for purchase or lease of the assets belonging to the Current Operator, will be considered as evidencing that the Concessionaire shall have the right to use the respective equipment within the meaning of art. 34, point 3 in link to art. 35, para. 1, point 5 of Ordinance No.20/2006 (regarding the airport operator license); resp. that it shall have at its disposal the equipment and/or technologies within the meaning of art. 44, para. 1, point 4 in link to art. 41 point 3 of the same Ordinance (regarding the ground handling operator licenses). (This shall not limit the Concessionaire to offer additional or new equipment and/or technologies.)</p>
2	<p>Please provide for review Wartime Reserves Storage Agreement No 100-Д-43/12.02.2009 and confirm it is in force.</p>	<p>The Wartime Reserves Storage Agreement No 100-Д-43/12.02.2009 is classified information and cannot be disclosed to persons with no authorization of access to such information. Due to the strictly confidential nature of the Agreement it cannot be provided. The Agreement is currently in force.</p>
3	<p>The Concessionaire would like to take part in the process of drafting a strategic noise map for the airport, even as a spectator. Please explain what are the possibilities for this and provide the technical conditions for Drafting a strategic noise ma for Sofia Airport (mentioned in the answers from 20 August 2018) as well as information on the PPA procedure for drafting the strategic noise map for Sofia Airport.</p>	<p>All information on the award of the public procurement contract with subject “<i>Development of a Strategic Noise Map for Sofia Airport</i>” is published in Buyer’s Profile on Contracting Authority’s website, at: www.sofia-airport.bg/профил-на-купувача/обяви-публични-покани/разработване-на-стратегическа-карта-за To date, a public procurement contract is to be signed with the designated contractor. In regard to the stated willingness to participate in the process of drawing up the Strategic Noise Map for the Airport, we believe that it should be considered upon identifying a Concessionaire and subject to the stage of implementation of the public procurement contract.</p>

4	<p>"According to the definitions of the Concession Agreement, ""Acceptable Bank"" shall mean (a) a bank or other financial institution which is regulated by regulators within the EU, the EEA (excluding all EU Member States), Switzerland or the United Kingdom after Brexit and (a) which has an individual credit rating for long-term financing of BBB- (or better) from Standard & Poor's Corporation, or Baa3 (or better) from Moody's Investors Services, Inc., or BBB- (or better) from Fitch Ratings, or (b) which have been approved by the Grantor.</p> <p>There is inconsistency in the numbering of the items: (a), (a) and (b), which does not allow us to undoubtedly distinguish the alternatives in this definition. In this regard, please confirm that the correct numbering of the items in the definition shall be:</p> <p>"Acceptable Bank" shall mean (a) a bank or other financial institution which is regulated by regulators within the EU, the EEA (excluding all EU Member States), Switzerland or the United Kingdom after Brexit and (b) which has an individual credit rating for long-term financing of BBB- (or better) from Standard & Poor's Corporation, or Baa3 (or better) from Moody's Investors Services, Inc., or BBB- (or better) from Fitch Ratings, or (c) which have been approved by the Grantor.</p>	<p>We do not deem any structural change necessary but will use another enumeration instead of twice using the letter (a).</p>
5	<p>Item 4.1(c) and item 9.4(d) of the Tender Documents provide the possibility for reduction (pursuant to Clause 12.1.3 of the Concession Agreement) of the amount of limitation of the shareholders' (consortium members') joint and several liability vis-à-vis the Grantor for the fulfilment of the Concessionaire's obligations. The definition of "Maximum Liability Amount", contained in the Concession Agreement, its Clause 12.2 and the respective clauses of the draft Appendix 11a do not regulate such a possibility for reduction. Is our understanding correct that the Grantor will remove this inconsistency from the Concession Agreement and Appendix 11a by applying item 9.4(c) of the Tender Documents and will allow the reduction, as set out in the Tender Documents?</p>	<p>In this context, we will review and assess whether there is any need for amendments to the Tender Documents.</p>

6	<p>If the Concession Site is environmentally non-compliant as at the Concession Commencement Date but the non-compliance is ascertained after the Concession Commencement Date, who shall bear the liability for the non-compliance? If this is the Concessionaire, on what grounds can the Concessionaire claim indemnification for the potential sanctions in view of the wording of Clause 38.1 of the Concession Agreement and the limitation contained in the definition of "Claims", the claims not to be of public or statutory nature?</p>	<p>Environmental issues are dealt within part VI of the Concession Agreement with a clear responsibility and methodology for Existing Contamination so we do not see here a contradiction to Clause 38.1 of the CA.</p>
7	<p>Please indicate when it is expected to have a removal of a building with ID 68134.709.469.17, as well as the other illegal constructions, for which there is a final decision 1587/13.02.2006 of the Supreme Administrative Court? Please confirm that this will occur prior to the commencement date of the concession for the Sofia Airport?</p>	<p>No removal is planned.</p>
8	<p>During a site visit at the Sofia Airport we were informed that within the area of the airport (but outside of the Concession area) there is a private land plot (with an apron) with access to the facilities of the airport - please indicate the land plot, its owner and how the relationships with the Sofia Airport EAD / MTITS with regards to the access to this land plot and the use of the airport by a private person have been settled? Please provide the respective documents in this regard.</p>	<p>This question concerns RLP XXV – for a passenger terminal, offices, laboratories, storage facilities, airplane hangars, parking lots, pumping station and tanks, consisting of Land Plots 68134.709.195, 68134.709.196 and 68134.709.242. These properties are owned by BH Air (Balkan Holidays Air), a private charter airline, with headquarters in Sofia.</p>
9	<p>In relation to land plot 68134.709.60 indicated in item 3.4.1 of the Documentation - we note that in Decision No 3208/12.05.2016 of the Administrative Court Sofia City is indicated that both Sofia Airport EAD and the Ministry of Defence have provided a document for ownership over the land plot. Currently, is the</p>	<p>There is no litigation or other court disputes between the Ministry of Defence and Sofia Airport EAD with respect to this property.</p>

	Ministry of Defence co-owner of the land plot? Please confirm if there have been any disputed, court proceedings or claims by any of the parties (Ministry of Defence and Sofia Airport EAD), if the relationships between the parties have been settled finally in this relation? Please provide the respective documents in this regards.	
10	Please justify the removal of land plot 68134.709.31 from the Concession Object?	This property is remote from the main Concession territory. It is a service area for a privately owned building.
11	Please provide all documents related to the increase and decrease of the capital of Sofia Airport and the performance of the respective registrations with the Commercial Register regarding properties, items and facilities, which are part of the Concession Object.	The documents, related to the increase and decrease of the capital of Sofia Airport, regarding properties, items and facilities, which are part of the Concession Site, and the related registrations with the Commercial Register, are all public and can be found in Sofia Airport EAD's file on the Commercial Register's website.
12	"Please specify all properties and facilities referred to in Item 4.1.5 of the Documentation (4.1.5. Land plots, buildings and facilities of BULATSA and reserved supporting areas to them, which are located in the area of the Airport, but are not included in the Concession Site), as well as the presence of agreements in writing regarding the access to the respective land plots, buildings and facilities of BULATSA, as far as these are surrounded by land plots and/or buildings, included in the Concession Object. "	BULATSA's properties, buildings and facilities and the reserved supporting areas to them, which are located in the area of the Airport, but are not included in the Concession Site are listed in items 4.1.1.-4.1.4. of the Tender Documents. Access to BULATSA's properties, buildings and facilities, which are located in the Limited Access Areas (LAA) of international airports, according to the National Civil Aviation Security Programme (NCASP), is granted to persons, who need such access for their operations and possess valid access permissions, issued either by the DG CAA or by the Airport Administration. There are no written arrangements, regarding the access to the respective properties, buildings and facilities of the BULATSA.
13	Please specify if the industrial railway branch, ownership of Sofia Airport EAD is include in the Object of the Concession, as it is not specified in Appendix 2 of the Documentation? Please specify for what activities is the industrial railway branch of Sofia Airport used and what cargo is transported via it?	Please refer to items 1.22 and 1.22.1 of Schedule 2 to the Tender Documents. This branch is used to transport jet fuel - JET A1.
14	In relation to Items 16 and 17 of Q&A-2 dated 04.09.2018, please indicate the nature and type of defects, which have been raised as a claim by Sofia Airport to consortium Trace Air and consortium GBS Partners, as well as the expected term for their rectification	Trace Air – defects found in the asphalt-concrete pavement, which fall within the tolerances, according to the requirements of the EASA and Ordinance 14 on the Airports and Airport Security. These are being monitored and if deemed necessary, the defects will be repaired by the Contractor at his expense, within the warranty period.

		<p>Consortium GBS Partners – contract for “Replacement of Floorings in the Departures Lounge of Terminal 1 of Sofia Airport EAD</p> <p>Defects identified:</p> <ul style="list-style-type: none"> • broken or detached granitogres tiles on the floor; • detached footings of columns; • broken transition strip. <p>Upon sending a due invitation, the Contractor has failed to carry out the necessary remedial actions, to repair the defects found.</p> <p>Sofia Airport EAD assigned a third party with the repairs of these defects, and a Report of Acceptance was signed on 14.08.2018 without any remarks.</p> <p>The parties will settle their relations, in accordance with the clauses of the signed contract.</p>
15	In relation to item 18 from Q&A-3 dated 14 September 2018, please indicate in with RLP(s) / land plot(s) with cadastral No(s) is currently located archaeological Object 3, indicated in Item 65 from Attachment No 10.1 in the VDR?	Archeological Object 3 is located outside the territory of the airport. It is to the south of the light approach to the runway, outside the fence, as shown in Appendix 10.1. The property, where it is located, is privately owned agricultural land.
16	In relation to Item 23 of Q&A-3 dated 14.09.2018 please: (i) indicate the respective assets which are part of the Object of the Concession and have been granted for use under Art. 3.1.6 of the Contract for the terms and conditions for use of the civil airport for public use Sofia under Art. 43d of the Civil Aviation Act to the state users - CD Border Police and CD Fire Safety and Civil Protection; (ii) specify how the handover of the said assets is planned to be handed over from the holders to the Concessionaire, by indicating term and legal grounds thereof.	<p>(i) The information is available for review in the Virtual Data Room – Appendix 5.17.</p> <p>(ii) The assets referred to in Article 3 (including 3.1.6) of the Agreement for the Terms and Procedure of Use of the Civil Airport for Public Use Sofia under Art. 43e (BG: 43д) of the Civil Aviation Act signed between the MTITC and Sofia Airport EAD, are public state property. By virtue of the said agreement, these assets are in the possession of the Current Operator, although some of them are provided for use by state users. Therefore, the Grantor will be able to handover them to the Concessionaire on the grounds of the signed Concession Agreement and in accordance with its terms. However, for the purposes of continued and proper functioning of the Airport, the Concessionaire will have to ensure that the state users specified in the question shall continue using the respective assets.</p>
17	In Item 25 of Q&A-3 dated 14.09.2018 you indicate that "The maintenance of the facility ensures the safety in the area adjacent to T2 and of the landscape. There is no agreement on the joint use and maintenance of the facility" - please indicate how the maintenance of the 1/2 shares of the embankment of the Iskar river	<p>The correction to the Iskar River (wide and narrow river-bed) is not part of the concession site.</p> <p>Sofia Airport EAD carries out the maintenance of the specified area, in order to prevent emergencies or failures, as a result of high waters of the river.</p>

	<p>shall be regulated after the granting of the Concession? Also, please indicate if the whole facility of 1/2 ideal shares of it is included in the Concession, as in your reply you indicate that the land plots over which the embankment is constructed are located outside of the concession area, but you do not specify anything regarding the facility? In this relation, in Use Permit No CT-12-57/04.02.2005 indicates that by 01.06.2005 the assignor should have presented evidence for completed procedures for the establishment of right to construct against remuneration over the private land plots in the area of Iskar District, Metropolitan Municipality - has this condition been completed? Please provide evidence for valid establishment of rights in rem for the whole construction, indicated in the Documentation as Embankment of Iskar River and Bridge Facility Over Iskar River.</p>	
18	<p>In relation to Item 27 from Q&A-3 dated 14.09.2018 - you indicate that "In addition to Decision of the Council of Ministers (DCM) No. 264 of 12 April 2016 with which the properties and sites that are part of the concession site are provided for use to the Ministry of Transport Information Technology and Communications, another relevant decision is DCM No. 662 of 6 August 2012", whereas, at the same time, Item 25 from the same Q&A you indicate that DCM 475 dated 26.06.2006 as applicable to Item 2.4 from the Tender Documentation. Please indicate explicitly all DCM pertaining to real estate, object, items (movable and immovable), rights, facilities, etc., included in the Object of the Concession.</p>	<p>The properties, included in the Concession Site, are exhaustively detailed in the Tender Documents, and for each of them a relevant document is provided (public State Property Act).</p>
19	<p>In relation to Item 15 from Q&A-3 dated 14.09.2018 - please inform us if the respective documents are available and if yes - please provide them.</p>	<p>The documents are not available so far.</p>
20	<p>Can you please confirm if 100% of the concession fee is eligible for recovery as a cost in the setting of aeronautical charges? If not, what % of the annual concession fee would be a reasonable amount to recover in the setting of airport charges?</p>	<p>Please clarify your question – are you asking about aeronautical or airport charges. If this question refers to the airport charges, please see the answers to question 1 in the file Q&A_10.10.18_3, published on 10.10.2018 г.</p>

21	Can you please confirm that straight line depreciation is the appropriate treatment of assets forming the regulated aeronautical business, and that these depreciation costs are eligible to form part of the cost base in the setting of regulated aeronautical charges. If straight-line is not appropriate treatment, please advise what depreciation treatment is allowed?	According to the requirements of the Tender Documents, Schedule 4, Part 1: Technical Proposal Requirements, Section 2, “B. Financing Plan requirements”, item 3(d), the depreciation in the financial model should be calculated based on the straight-line depreciation method, which was done to ensure comparability of the tenderers' offers. What accounting policy is to be applied by the Concessionaire upon signing of the Concession Agreement is a matter of management decision.
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