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| 1 | <p>The head of Environment at the airport, indicated that a number of additional quarries were present at or in close proximity to the existing quarry but all of these were infilled. These quarries were noted to be water infilling in historical mapping from the 1980s, but such features are no longer present. Please can you confirm when were these features infilled and the fill material used? Was the risk of ground gas assessed as part of the Terminal 2 development? What was the outcome and were protective measures (e.g. membranes) required to be incorporated?</p> | <p>In the area around Terminal 2 only the former quarry of “Stari silozi”, used for extract aggregates, has not been infilled.</p> <p>In 2008, under the project “Landscape design of the territory of the new building of the Passenger Terminal of Sofia Airport” the former quarry “Stari silozi” was beautified, together with areas around Terminal 2.</p> <p>There is no risk assessment on natural gas implemented as part of the development of T2. No ore minerals or coal have been extracted in the vicinity; quarries and balasteries down the basin of the river Iskar have been used only for extraction of aggregates/sand, gravel/.</p> |
| 2 | <p>The Waterman E&S report notes that the cost for waste disposal is expected to double in 2018. Please can you explain the reason behind this increase?</p> | <p>In 2018 there is no significant increase in waste management costs, and there is no drastic increase in the quantity and types of waste generated at Sofia Airport, compared to previous years.</p> |
| 3 | <p>It is understood that fire training takes place at ad-hoc locations at present. Please can you explain what substances are used in these exercises (LPG, Kerosene, fire fighting foams) and the fate of contaminated wastewater?</p> | <p>When conducting trainings and exercises for initial extinguishing operations with portable and movable fire extinguishers, kerosene is ignited in special tanks. Extinguishing is carried out with dust or CO2 which has no residual products.</p> <p>For drills with fire-fighting vehicles, only water is used with which objects are extinguished without being ignited in order to work out the technology and the technique of extinguishing.</p> |

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| 4 | <p>Please specify whether it is possible the Application and the Offer to be signed not by the legal representative of the Leading Member, but by a specifically authorised third party, including by the electronic signature of said third party. Please confirm whether the power of attorney to said third party (issued by the legal representative of the Leading Member and with notary certified signatures and apostille, if applicable) must match Form B, Part 1, Schedule 3.</p> | <p>If the Bidder is a Consortium, Application, Binding Proposal and Proposal will need to be signed by a representative of the Lead Member authorized pursuant to the Power of Attorney. Clause 7 of the Tender Documents applies as to the form and signing of the above documents.</p> |
| 5 | <p>Please specify whether a power of attorney is necessary and whether such power of attorney must be in the form of Form b, Part 1, Schedule 3, if the Application and the Offer are entered (physically submitted) into the Ministry of Transport, Information Technologies and Communications by a person, different than the legal representative of the Leading Member (respectively by a person, different than the specifically authorised by him representative - proxy).</p> | <p>This is not acceptable – please refer to the above answer and to the provisions of Clause 7.1., “b” of the Tender Documents.</p> |
| 6 | <p>Please confirm whether the authorisation by each member of the Consortium of the Leading Member (as per part 1 Application, point 2 Consortium documents (or other form of partnership, chosen by the economic operators) letter (c) is to be done in the form of Form B Power of attorney or it could be done solely with the Consortium Agreement? In case it is done with the Consortium Agreement, is it necessary that the Consortium Agreement has notary certified signatures, respectively apostille (if applicable), or a regular written form will suffice?</p> | <p>No formality is required to the Consortium Agreement, nor in relation to the identification of the powers of the respective signatories. Clearly it is responsibility of the members of the Consortium to ensure that it is duly entered into by representatives of the parties thereto.</p> |
| 7 | <p>In case a newly established company, member of a Consortium, does not participate with financial capabilities (the financial capabilities are proven by another member of the Consortium), is said company supposed to provide documents for financial capabilities, as per Part 1 Application, point 4 Documents,</p> | <p>Please refer to question 16 from file Q&A_17.10.18_2 and relevant response. Consortium members which do not provide financial capabilities are not required to provide the documents referred to under point 4 of Part 1 of Schedule 3.</p> |

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| | <p>proving financial capabilities (filled Form G, along with AFS and a declaration by the financial manager)? In case the company has been established during the current year and has no AFS, would it suffice for it to provide only a declaration by the financial manager?</p> | |
| 8 | <p>Please specify whether there are requirements with regard to the electronic signature, which is to be used to sign the Application and the accompanying documents (regular or qualified electronic signature). Further, please specify, in case the Application and the accompanying documents are signed by a duly authorised by the Leading Member person (person, authorised by the Leading Member pursuant to Form B: Power of attorney) and not by the legal representative of the Leading Member, whose signature is to be used - the specifically authorised person's or the legal representative of the Leading Member's?</p> | <p>Pursuant to § 1, item 1 of the Additional Provisions of the Concessions Act, within the meaning of this act “Electronic Signature” is an advanced electronic signature or a qualified electronic signature, within the meaning of Art. 13, paragraphs 2 and 3 of the Electronic Documents and Electronic Trust Services Act, which on their turn refer to Article 3, points 11 and 12 of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. Clause 7 of the Tender Documents clarifies how the Application, the Binding Proposal and the Proposal will need to be signed and by whom. Where Forms are required to be signed by the Lead Member, such Forms will need to be signed by the representative of the Lead Member as resulting from the Power of Attorney. Where Forms have to be signed by each Consortium members, the Form to be signed by the Lead Member (individually, as Consortium member) can be signed by any representatives of such Lead Member.</p> |
| 9. | <p>In an answer, dated 16.10.2018, you claim that the amended Forms of Schedule 3 to the Tender documentation are uploaded in the Virtual section of the Data room in word format in Bulgarian and English. The Virtual section of the Data room, however, contains only Forms, uploaded on 22 August 2018 before the amendment of the Tender Documents. Please upload the amended Forms of Schedule 3 in word format in Bulgarian and English.</p> | <p>Appendix 3 of the Documentation for the concession in word format in Bulgarian and English language is published on the Concession website in the "Procedure" section.</p> <p>.....</p> |
| 10. | <p>Reference is made to the amended draft Concession Agreement, and in particular the "Works and Mandatory Capital</p> | <p>We have reviewed this clause again and do not see discrepancies, however to the extent clarifications are needed, such clarifications will be made.</p> |

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| | <p>Expenditures Performance Guarantee"</p> <p>- Could you please clarify if this guarantee shall be provided on the Concession Commencement Date, as stipulated by the definition in clause 1.1., or 30 days prior to the commencement of any works, as stipulated in clause 16.2?</p> <p>- Additionally, please advise if the initial guarantee is intended to cover 10% of the total amount of planned works over the first 5 years of the concession?</p> <p>- Please also clarify if the guarantee shall be issued for the entire 5 year period (as contemplated in clause 16.2.1) or renewed annually (as implied by clause 16.1.3) covering for the outstanding amount of planned Works each year?</p> <p>- Finally, please elaborate on the release mechanism as described in clause 16.7.1: some of the relevant Use Permit/s could be issued prior to the expiry of the guarantee as stipulated in either of clauses 16.1.3/ 16.2, therefore implying that (the portion of the) guarantee related to any such Use permit should be released early?</p> | <p>Yes, the Works and Mandatory Capital Expenditures Performance Guarantee shall be provided as CP, however in any event 30 days prior to the start of any works.</p> <p>We would deem that it should cover a five years period.</p> <p>.....</p> |
| 11. | <p>With respect to translation of documents / submission, we request you to clarify as to what constitutes "official translation" to be submitted along with specific documents mentioned in the tender documents</p> | <p>An official translation means a translation made in accordance with the Regulation on Legalization, Certification and Translation of Documents and Other Papers (published in the Bulgarian State Gazette, issue 73 of 12 September 1958, as amended from time to time). This is indicated in Form A (Application).</p> <p>.....</p> |
| 12. | <p>We request that the requirement of apostilling be waived for Participation Guarantee to be submitted along with the Application and offer, and that this requirement be limited only to the legal documents</p> | <p>Apostille/legalization is required where indicated in the Tender Documents.</p> <p>.....</p> |

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| 13. | We request you to provide a list of financial institutions of which Bulgaria is a member or shareholder | A list of the respective financial institutions can be found on the Ministry of Finance of Bulgaria website. |
| 14. | Clause 7.3 and Bid Submission Deadline (#14): In view of the quantum of preparatory works required to develop a competitive and beneficial bid for the project, we request you to kindly extend the Bid Submission Deadline by a period of 4 weeks. Also, an early communication regarding the same would enable us to plan our resources and further activities for the bid preparation | Към настоящия момент не предвиждаме удължаване на срока за подаване на заявления и оферти. |
| 15. | <p>Please note that Form D of the Tender Documents – Participation Guarantee contains a clause, which is unacceptable for the banks (underlined):</p> <p>This guarantee will remain in full force up to and including [insert the calendar date which shall be 360 days after the Bid Submission Deadline] and possible extensions to the Bid Validity Period subject to the terms and conditions of the clause 6.3 (Participation Guarantee) of the Tender Documents.</p> <p>The underlined part of this clause, in fact, requires the issuance of a bank guarantee without a period of validity or at least with unclear period of validity. At the same time, there is no risk for the Grantor whatsoever if the underlined part of the clause is deleted, because clause 6.6.b) of the Tender Documents explicitly provides an obligation for the bidder who agreed to to the Grantor’s request for extension of the Bid Validity Period to extend the validity of its Participation Guarantee for the period</p> | <p>As indicated in Form D non-material amendments by the issuing banks will be accepted. It is considered a non-material amendment that the Participation Guarantee will provide its validity up to 30 days following the expiry of 360 days after the Applications and Offers Bid Submission Deadline. Bidders shall be aware of the provisions under Clause 6.6(b) in the event of failure to extend the Participation Guarantee in case of extension of the Bid Validity Period.</p> |

of the extension and in compliance with clause 6.3(b) in all respects. Such period of extension will become clear only when the Grantor requests such extension. Further, it shall be taken into account that the bidder is entitled to refuse to extend the Bid Validity Period of its Bid. Therefore, it is entirely non-justified to require the providing of a Participation Guarantee with a period of validity, which includes any possible extensions to which the bidder may not agree. Please note that clause 6.6.b) completely protects the Grantor's interests and the underlined wording is not necessary in this regard. At the same time, the underlined requirement is too restrictive and there is a real risk that the banks may refuse to issue a guarantee with such a wording or to issue it under too onerous terms and conditions, which shall prevent the interested candidates from participation in the tender. We believe that this is not in line with the interests of the Grantor, i.e. to have as many bidders as possible participating in the tender. We also believe that Form D of the Tender Documents – Participation Guarantee is not in line with clause 6.3(b), which provides that the Participation Guarantee shall remain valid for a period of 30 days after the original Bid Validity Period referred to in clause 6.6 (Bid Validity Period), or, in case of extension, 30 days after any extension subsequently requested under clause 6.6(b) the validity period. Clause 6.3(b) clearly states that the validity period of the original Participation Guarantee shall be 30 days after the original Bid Validity Period and only if the Grantor requests an extension of the Bid Validity Period, then the period of validity shall be 30 days after the extended Bid Validity Period. In other words, if the Grantor does not request an extension of the Bid Validity

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| <p>Period, then obviously the period of validity of the Participation Guarantee does not need to be tied to such extended period. We believe that this is why both options are provided as alternative and the second option only applies if an extension of the Bid Validity Period has been requested and agreed. On the basis of the reasons stated above, we hereby ask the Grantor to delete/remove the underlined wording from the cited clause of Form D to the Tender Documents - Participation Guarantee.</p> | |
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