

№	Question	Answer
1.	<p>In relation to a number of questions raised by potential participants in the tender procedure regarding the scope of joint liability of the shareholders, respectively of the third parties providing resources to the concessionaire (the Airport Operator Third Party and the Third Party Providing Financial Capabilities), and taking into account the provided clarifications in the sense that additional amendments to the draft Concession Agreement and/or in the Tender Documentation shall be considered and possibly introduced by the Grantor, we kindly request the following clarifications:</p> <p>a) Having regard to Grantor's replies to questions dated 31.10.2018 (questions No. 2647 and 2648 in the Summary table of the questions and answers, published on the web site of the Procedure for awarding a concession over Sofia Airport) stating that potential amendments to the Concession Agreement shall be considered, please specify whether the liability of the Third Party Providing Financial Capabilities shall be deemed as limited to the amount of the resources provided (as prescribed in the Guideline No. CA-11 of 8 August 2018 issued by the Administration of the Council of Ministers, and within the meaning and purpose of Directive 2014/23/);</p> <p>b) Having regard to Grantor's reply to question dated 01.11.2018 (question No. 2692 in the Summary table of the questions and answers, published on the web site of the Procedure for awarding a concession over Sofia Airport) and considering the Bulgarian law concept of joint and several liability, to which the Grantor refers in its reply to questions dated 31.10.2018 (questions No. 2279, 2280 and 2281 Summary table of the questions and answers, published on the web site of the Procedure for awarding a concession over Sofia Airport), please confirm the understanding that the Maximum Liability Amount of BGN 200,000,000.00 is the aggregate liability of the Shareholders and Third</p>	<p>Please note that the issue will be discussed in the planned amendments to the Concession Agreement and Tender Documents.</p>

	Party Providing Financial Capabilities and any Airport Operator Third Party.	
2.	<p>Would you please provide the following clarifications regarding the concept of "unofficial translation into Bulgarian" used in clause 6.5 (b) of the Concession Documents:</p> <ol style="list-style-type: none"> 1. Does the document containing the unofficial translation into Bulgarian need to be attached in a particular manner to the translated document? 2. Does the document containing the unofficial translation into Bulgarian need to be signed for confirmation of the translation truthfulness? 3. If the unofficial translation into Bulgarian has to be signed for confirmation of its truthfulness, does the translation into Bulgarian need to be signed by the representative / representatives of the Participant who are authorized to sign the Application, the Binding Proposal and the Proposal on behalf of the Participant? 4. If the unofficial translation into Bulgarian has to be signed for confirmation of its truthfulness, may the translation into Bulgarian be signed by the person who made the translation even if that person does not have powers to represent the relevant Participant? 5. If the unofficial translation into Bulgarian has to be signed for confirmation of its truthfulness, is the translation into Bulgarian acceptable if it is signed by a translator, who is entered in the Register under art. 18 of the Regulation on the Legalizations, Certifications and Translations of Documents (approved by Council of Ministers Decree No 184/1958, promulgated in State Gazette No 73 of 12 September 1958) and who made the translation, even though the translator's signature is not notarized according to the requirements of said Regulation? 	No formalities are required as to unofficial translations. Bidders shall only make sure that the document to be translated and its translation are easily identifiable (one attached to the other if in hard copy or similar names of files in case of electronic copies).
3.	In follow-up to the Grantor's reply to a question dated 18.10.2018 (question No. 2283 in the Summary table of the questions and answers, published on the web site of the Procedure for awarding a concession over Sofia Airport), please confirm our understanding that if one and the	Please note and review our previous answers to questions on this topic.

	<p>same entity meets the requirements for both technical and financial capabilities and therefore will act as third party providing both types of technical and financial resources to the concessionaire, its combined total liability undertaking under both Appendices 11b and 11c to the Concession Agreement shall be limited to BGN 200 million.</p>	
<p>4.</p>	<p>Pursuant to Section II, part 6 of Appendix 20 of the draft concession agreement, it is our understanding that the concessionaire must engage with public security services (i.e. police service). In addition, the concessionaire will be entitled to subcontract a private security company. Based on the information provided in the physical data room, it is our understanding that currently at Sofia Airport only video surveillance is carried out by an external private provider. It is also our understanding that the engagement of a subcontractor, including an external private security services provider, should be subject to the nomination of such provider in the bidder's offer or subject to Clause 29 of the concession agreement, if the nomination is made at any given time after the concession agreement has been signed.</p> <p>Since the security of civil aviation is one of the most critical aspects regarding the reliable functioning of an airport and the concessionaire will play a key role together with the public authorities to ensure the security of the civil aviation, we would kindly ask you to confirm the following:</p> <ol style="list-style-type: none"> 1. Could you please confirm that the agreement with the public security services is a State Service Level Agreement (in the meaning of the draft concession agreement) and is not a separate type of agreement. 2. In case a bidder wishes to nominate an external security services provider (e.g. a provider of video surveillance services) in the bidder's offer, could you please confirm what documents should be provided with the offer in relation to the respective provider and in relation to the employees of that provider respectively, in order 	<p><u>On point 1:</u> These would be State Service Level Agreements, since "the public security services" would be the relevant departments of the Ministry of Interior.</p> <p><u>On point 2:</u> If a security services provider is identified as Subcontractor in the Application and the Offer, then all documents required for a Subcontractor as indicated in the Tender Documents have to be provided.</p> <p>In respect of Clause 4.6(c) of the Tender Documents, depending on the type of activities envisaged to be performed by the Subcontractor, specified in the Application, the Subcontractor shall meet the requirements set out in Article 61, paragraph 2, paragraph 3 and/or paragraph 5, and/or Art. 64, paragraph 1 of the Concessions Act (CA).</p> <p><u>On point 3:</u> Persons employed to carry out or to be responsible for carrying out security checks, access control or other security controls in restricted areas of airports should be recruited and trained in accordance with the requirements of Chapter 11 of Commission Regulation (EU) No 2015/1998 and the National Civil Aviation Security Programme (NCASP). Under the National Civil Aviation Security Training and Certification Programme, the certification (competence assessment) of security staff is executed by DG CAA.</p> <p><u>On point 4, items (a) and (b)</u> Both the security risk assessment (required by Section II.6 of Appendix 20) and the Security Management Plan (see Art. 8.3.1 and the next) would</p>

<p>to ensure that offer is in compliance with Section 4.6, c) of the Tender Documentation.</p> <p>3. Pursuant to article 16r, (2), item 9 of the Civil Aviation Act, the Directorate General “Civil Aviation Administration” (the “DG CAA”) should issue certificates for the personnel of the airport operator and ground handling operators involved in the control of security. It is not clear whether such certification includes also the personnel employed by their subcontractors or only such personnel employed directly by them. In that regard, could you please confirm that the DG CAA has the authority to issue such a certificate to the personnel of an external security services provider, appointed by the concessionaire.</p> <p>4. Pursuant to Section II, part 6 of Appendix 20 of the draft concession agreement, the concessionaire must assess the security risks at the site through a formal security risk assessment and to develop a security management plan, based on the Business Plan. It is our understanding that the security management plan should describe the security functions, responsibilities, resources, management and associated delivery of these. It should also respond to risks identified within the security risk assessment and include all relevant security policies and procedures. To this end, could you please confirm:</p> <ol style="list-style-type: none"> a. whether the security risk assessment would need to be performed after the signing of the concession agreement; b. whether the security management plan would need to be developed by the concessionaire after the signing of the concession agreement; c. which aspects, related to security, should be included in the Business Plan, considering that the Business Plan should be the basis for development of the security management plan; d. whether there are any specific national requirements under the programs and plans specified in article 16r, (2), item 2 of the Civil Aviation Act, which would need to be considered by the concessionaire for the purposes of development of the security management plan, and which are more stringent and cumbersome 	<p>need to be developed by the Concessionaire after the signing of the Concession Agreement.</p> <p><u>On point 4, item (c)</u></p> <p>At present the current Airport Operator complies with the requirements of the Common basic safety standards referred to in Article 4 of Regulation (EC) No 300/2008 of the European Parliament and of the Council.</p> <p><u>On point 4, item (d)</u></p> <p>The current Airport Operator's Security Programme complies with the international and national civil aviation security requirements and was approved by DG CAA.</p> <p>DG CAA shall duly inform operators and entities when amendments and an update of the programme are needed to adjust to changes to national and international legislation. The operators shall align their programmes accordingly within the time frame specified by DG CAA.</p>
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	<p>than the requirements laid down in Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008 and the implementing regulations thereto, including such requirements which should be met by the employees involved in aviation security.</p>	
<p>5.</p>	<p>As an extension to query number 26 and 27 released on November 9th, we request a clarification about the calculation methodology for Annual concession fees. In reference to this, we refer to two clauses in tender documents:</p> <p>1) Definition of Annual concession fees in RFP: This clause clearly says that Annual concession fees will be calculated by multiplying the Annual Concession Fee Percentage with preceding concession year's revenue. Suggesting that Concession fees will be based upon previous years' revenue.</p> <p>2) Clause 30.3.1 from Concession Agreement:</p> <p>In light, of this can you please confirm which amongst the two is the correct way of calculating Annual concession fees for Calendar year 2025, given that the Annual concession fees is 10% and Annual revenues for year 2024 is Euro 100 million and Annual revenues for year 2025 is 120 million. Assuming all the revenues have been collected as cash and since aggregate concession revenue is same as Annual revenues. Offered Annual concession fees is Euro 8 million.</p> <p>1) Annual concession fees is 10% of 100 that is Euro 10 million. And as per clause 30.3 of the Concession agreement 50% of this Annual concession fees (i.e. Euro 5 million) by 31-July-2025 and remaining 50% by 31-March-2026.</p> <p>2) Annual concession fees is 10% of 120 that is Euro 12 million. And as per clause 30.3 of the Concession agreement 50% of this Annual concession fees (i.e. Euro 6 million) by 31-July-2025 and remaining 50% by 31-March-2026.</p> <p>If first is the correct approach of calculating the revenues can you please clarify the response to query number 27 in QA of 9th November 2018. Additionally, request you to align the definition of</p>	<p>Please note and review our previous answers to questions on this topic. We will review and align if alignments are necessary.</p>

	Annual concession fees between CA and RFP to avoid any confusion.	
6.	Considering that the entity, applying for Aircraft and Ground Handling Operator Licenses, has to prove it can provide or 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.	Please refer to Q&As # 2304 of 22.10.2018 and # 2853 of 09.11.2018 (as per the Summary table of Q&As).
7.	Please provide in full Agreement Ya 10959 of 28 December 2017 between Sofia Airport EAD and Sofia Fire Safety and Population Protection Directorate with all its attachments without deletions.	The deleted parts contain personal data within the meaning of the Personal Data Protection Act and therefore it may not be provided.
8.	Please provide a breakdown to components (service price under agreement Sofia Fire Safety and Population Protection Directorate, consumables for fire engines, servicing of fire engines, purchase and renewal of technical and protection means etc.) of the fire service support costs for 2016 and 2017 as well as an estimate for these costs for 2018 and 2019.	The information is available for review in the Virtual Data Room – Appendix 1.34.