

№	Question	Answer
1.	<p>Regarding Contracts for lease of telecommunication terminal equipment of digital exchange Alkatel OmniPCX 4400 and provided through Q&A_13_12_18 reference- please provide the following contracts:</p> <ul style="list-style-type: none"> - new annex to the contract with “TSENTAR ZA GRADSKA MOBILNOST” EAD -new annex to the contract with “Netera” EOOD -new annex to the contract with “Traffic Broadband Communications” EOOD -contract No. 100-D-310/20.08.18 with “Qatar Airways Group” 	Please refer to Appendix 104 , which is available in the Physical Data Room.
2.	Kindly provide customer-wise breakdown of cargo revenues of Sofia Airport EAD for last 3 years	The information is available for review in the Virtual Data Room – Appendix 2.1.3.3.6.
3.	Kindly provide the market share for Sofia Airport EAD for provision of de-icing services at the airport for last 3 years	<p>The market share for seasons is:</p> <p>15/16 => Goldair 12%, Sofia Airport 47% Swissport - 41%;</p> <p>16/17 => Goldair 9%, Sofia Airport 36% Swissport 55%;</p> <p>17/18 => Goldair 10%, Sofia Airport 40% Swissport 50%</p>
4.	Since the de-icing platform has been constructed by Sofia Airport EAD, does the airport charge any fees to recover the costs from other ground handling operators that are using the facility?	Sofia Airport EAD does not charge fees for recovering the costs of the de-icing platform.
5.	Kindly provide the organisation structure for the fueling and de-icing business by Sofia Airport EAD and the total manpower involved	<p>De-icing activities include loading of de-icing fluid at the Sofia Airport EAD storage facility, quality control of the fluid and the actual handling of the aircrafts.</p> <p>4 employees per shift take care of the charging and control of the fluid.</p> <p>Sofia Airport EAD, in its capacity as ground handling operator, carries out de-icing of aircrafts.</p> <p>There are 4 employees per shift who carry out this activity; they do the physical processing and supervision during and after the processing. One employee is responsible for communication between the de-icing teams and the pilot crew.</p> <p>The entire workforce involved in the de-icing process includes 9 employees.</p>

<p>6. According to item 7.2. (a) (i), (ii) and (iii) of the Tender Documentation, the first inner envelope shall be marked as “Application”, the second inner envelope shall be marked as “Offer-Binding Proposal” and the third inner envelope shall be marked as “Offer-Proposal”.</p> <p>At the same time, item 7.2. (c) (ii) states that both the inner and outer envelopes shall bear the following identification: "APPLICATION AND OFFER FOR AWARDING A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN BEFORE [...] BULGARIAN TIME ON [.....]";</p> <p>Leaving aside that the outer envelope is one and thus the usage of plural is inappropriate, we think that there is conflict between items 7.2. (a) (i), (ii) and (iii) of the Tender Documentation from one side, and item 7.2. (c) (ii), on the other side.</p> <p>It is not clear whether the first inner envelope shall be only marked as “Application” or shall also bear the identification: "APPLICATION AND OFFER FOR AWARDING A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN BEFORE [...] BULGARIAN TIME ON [...]";</p> <p>The same lack of clarity exists regarding the remaining two inner envelopes. From article 92, para 1 and para 2 of the Concessions Act it follows that the three inner envelopes shall only be marked as “Application”, “Offer-Binding Proposal” and "Offer-Proposal", while the outer envelope shall only be marked as “Application and Offer”.</p> <p>Therefore, please clarify whether the inner envelopes shall NOT bear the identification</p> <p>"APPLICATION AND OFFER FOR AWARDING A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN</p>	<p>Changes to the Concession Agreement and Tender Documents will be published shortly.</p>
--	--

BEFORE [.....] BULGARIAN TIME ON [.....]".

Apart from the above, please explain what is meant by stating that the inner envelopes shall indicate the name of the concession? Which one of the following wordings shall be considered as the „name of the concession“:

- OPEN PROCEDURE NUMBER 111-2/05.07.2018 FOR DESIGNATION OF A CONCESSIONAIRE AND AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" PUBLIC STATE PROPERTY
- A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" PUBLIC STATE PROPERTY

If another name of the concession shall be indicated, please clarify it.

Another possible option is the first inner envelope to be marked as follows: "APPLICATION FOR AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN BEFORE [...] BULGARIAN TIME ON [.....]".

The second inner envelope to be marked as follows: "OFFER-BINDING PROPOSAL FOR AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN BEFORE [...] BULGARIAN TIME ON [.....]".

The third inner envelope to be marked as follows:

"OFFER-PROPOSAL FOR AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN BEFORE [...] BULGARIAN TIME ON [...]".

Is this the right way to mark the envelopes?

7.	In respect of Your answers No. 7-9 of 12 December 2018 concerning questions of ourselves, we kindly ask You to provide us with a more precise understanding as to how shall we understand your answers "This will be clarified as part of the revised version of the Concession Agreement"? Does this mean that You will suggest and introduce new amendments to the Draft Concession Agreement in the course of the current public tender in pursuance with the respective procedural legal rules?	Changes to the Concession Agreement and Tender Documents will be published shortly.
8.	In case You envisage introducing a new package of modifications to the Draft Concession Agreement, would it be reasonable to assume that the Corporate Guarantee under Appendix 11b will be replaced by a Bank Guarantee, considering the ICC Uniform Rules for Demand Guarantees URDG 758 unify and refer to the Bank Guarantee as a primary instrument, which would be in Grantor's interest, in particular from the viewpoint of legal uncertainty existing in Bulgarian law due to the lack of explicit legal provisions governing the corporate guarantee as an unilateral statement for guaranteeing the payment under predefined conditions, and due to the impossibility to analogue apply the rules governing Bank Guarantees?	Changes to the Concession Agreement and Tender Documents will be published shortly.
9.	In the appendix 4 of the Concession Agreement, you require the Financial Model to be in "Compliance with IAS, IFRS and applicable Bulgarian accounting standards". In our view, the model can be in compliance only with one accounting standard. Given the Tender Document requires the Financial Model to be in compliance with IFRS, we would like to submit our model in compliance with IFRS standards. Can you please confirm such an approach is correct?	Yes, the approach is acceptable.

<p>10. Pursuant to the latest version of the Draft Concession Agreement, the Concessionaire should deliver prior to or on the Concession Commencement Date all Permits and Consents, specified in Clause 1.8 of Appendix 5 (Conditions Precedent), Part A – Conditions Precedent of the Concessionaire thereto. In relation to this obligation of the Concessionaire, we kindly request the Grantor to confirm whether it will procure, in addition to reasonable assistance, documents and information from the Current Operator (in accordance with Clause 2.5 of the latest version of the Draft Concession Agreement), the cooperation of other public authorities involved in the process of issuance of the Permits, including: the Directorate General “Civil Aviation Administration” (“DG CAA”); and BULATSA (which needs to approve, among others, the airport manual and the general features and technical conditions of the airport act to be produced by the Concessionaire). In our view, the cooperation is needed by means of providing initial guidance and approvals in advance as to the content and scope of the documents (required for issuance of the Permits) for avoiding of any risks for delays of the procedures (after they have been launched by the Concessionaire) and due to the following reasons:</p> <ul style="list-style-type: none"> • It is our understanding that unlike the permits for prospecting and exploration of underground resources, which enter into force as of the signing of the agreement or any date thereafter (as provided under Article 65 of the Underground Resources Act), the Permits cannot be issued subject to a condition precedent (e.g. the occurrence of the Concession Commencement Date). • It is also our understanding that on the date of entry into force of five of the Permits (specifically: (i) the Aerodrome Certificate; (ii) the Airport Operator Licence; (iii) the Single Aerodrome Certificate; (iv) the AGL Operational Fitness Certificate; and (v) the AGL Organisation Approval Certificate) to be issued in the name of the Concessionaire, the decisions of the Chief Director of the DG CAA for the termination of the existing permits (which were issued in the name of the Current Operator) should enter into force. This is due to, among others, the fact that the holder of the said Permits should have possession over the 	<p>The Grantor will observe the envisaged commitments in the draft Concession Agreement.</p>
---	--

<p>Concession</p> <ul style="list-style-type: none">• Therefore, in our view, the Concessionaire, the Current Operator, the Grantor, the Chief Director of the DG CAA and the other public authorities should cooperate with each other in order to procure that (i) the decisions of the Chief Director of the DG CAA on the issuance of the new Permits (in particular five of the Permits, specified above) in the name of the Concessionaire, as well as (ii) his/her decisions on the termination of the existing permits (issued in the name of the Current Operator) enter into force on the Concession Commencement Date.	<p>Site.</p>
---	--------------