

№	Question	Answer
1	Please provide evidences for execution of the condition set in Permit for use No. CT-12-57/04.02.2005 - within 01.06.2005 the assignor to present evidences for establishment of construction right over real estates, private municipal property from Sofia Municipality to Elektrorazpredelenie Stolichno EAD in relation to the partail relocation of electricity power line 20 kV Luna.	Sofia Airport EAD does not have evidence regarding this Permit.
2	Please clarify on what legal basis the state is entitled to hold the facilities and equipment in Transformer post 6 under p. 1.6 of Appendix 2.A.2, owned by third (private) party - is there a contract or respectively duly established real right/easement right from the building's owner in favour of the state?	On the grounds of item 1.6 in connection with item III of Decision No 662 of 06.08.2012 of the Council of Ministers and of the contract concluded on the terms and procedure for use of a civil airport for public use Sofia under Art. 43 of the CAA between Sofia Airport EAD and MTITC.
3	Please provide Appendix 1 - Excerpt from the underground cadaster of Sofia Airport in RRE XVII, quarter 2, inseparable part of the Partition agreement of RRE XVII dated 29.06.2018?	The information is available for review in the Virtual Data Room – Appendix 5.4.2.
4	Please provide the documents listed under p. 22 of Q&A 12.11.2018_1: - Act for legalizing 34/28.06.2000; - Act for legalizing 175/12.08.1999; - Permit for use 48/18.09.2012.	The information is available for review in the Virtual Data Room – Appendix 13.29.
5	Please confirm that all the buildings, constructions, facilities and sites, included in the Scope of the concession, have been lawfully constructed and entered into exploitation in compliance with the effective statutory requirements and provisions as of the date of construction of the respective object or respectively - if that is not the case for certain buildings, for these particular buildings there are leagl grounds for issuance of Tolerance certificates.	The buildings on the territory of the airport at different times have been built according to the legislation currently in force. Buildings without construction papers were built before 1998 - before the airport had a zoning plan, a DZP. No adjacent structures, superstructures or major repairs with structural changes were made to these buildings. Tolerance Certificates are issued by the relevant municipal administration, according to the category of the site. We believe that, when providing the materials required for this purpose, there is no obstacle to the issue of Tolerance Certificates, if necessary
6	Please consider to include in Clause 34.1. of the Concession Agreement as additional compensation event: <i>"34.1.8 a material breach of any representation or warranty by the Grantor pursuant to Clause 4.2 (Grantor representations and warranties) or Clause 4.8 (Grantor title warranty) or any failure by the Grantor to provide the Concessionaire with the rights to the Concession Site in accordance with Clause 5 (Concession Site)."</i>	Thank you for your proposal. Changes to the Concession Agreement and Tender Documents were published on 26 Dec.

<p>7 Please confirm that the expropriation procedure in favour of the state for RE 68134.709.65 (former RE 130) was finally closed, the owners of this RE have received the due compensation for the expropriation and they have no further claims, because the responses and the documents provided in the physical and the virtual DR do not provide clear answer - we refer to (i) the physical DR Appendix № 10.2, p. 30, containing correspondence between Sofia Airport EAD, the Ministry of Transport and the District Administration, based on which it is not clear whether the owners have received the due compensation; to (ii) the physical DR, Appendix № 10.5., p. 40, which contains the same documents as those under p.(i); to (iii) Virtual DR – Appendix 8.2.2., file „Appendix 21", which does not provide information for this particular RE; to (iv) physical DR, Appendix 10.2, p. 35 and p. 36, which refer to other RE as well as to (v) Protocol ruling of Sofia Regional Court dd. 17.07.2010 under civil case № 37924/2008 for termination of the proceeding upon the statement of claim of the private owners of this RE (given under p. 30, Appendix 10.2), which does not address the issue whether the compensation has been paid, respectively the expropriation has been closed. Please provide clear answer without reference to previous responses, because those responses do not provide information on this particular question.</p>	<p>Part of a Real Estate (RE) with plan № 130 covered by the Detailed Land Use Plan (DLUP) /approved by virtue of order RD-09-50-646/04.1.1999 of the Chief Architect of Sofia/ is included in the areas referred to in Order No. 1132 of 19.12.2001 issued by the Minister of Finance and Order № RD-02-14-151 of 20.02.2002, issued by MRDPW, whereby the expropriation (compulsory purchase) of terrains for important state needs is permitted. In accordance with the requirements of the then-acting State Ownership Act, the Regional Governor of Sofia has made an offer for compulsory purchase to all the owners listed in the books, approved by the Ministers who issued the orders for approval of the expropriation of the land. Sofia Airport EAD has not paid any compensation under the expropriation procedure for RE 68134.709.65.</p>
<p>8 Your response under p. 15 of Q&A_12.11.2018_1 does not respond fully to the question raised. To the extent the land of 5 500 sq. m. was purchased by Sofia Airport EAD, it is considered to be ownership of this company, but not state property (despite the fact that the company has received the costs for the purchase) - art. 2, para. 4 of the State Ownership Act. Therefore, in order a legal basis to exist for issuance of Deed of public state property also for the area under notary deed 118, volume XL, case No. 8928/07.05.2001, income reg. No. 11884 for RE 123, oφ 5 550 sq. m. (located in RE 68134.608.2050), there should be appropriate Resolution of the Council of Ministers/the Ministry of Transport for transfer of the land from the state company to the state and for announcement of this land for public state property (like Resolution 264/12.04.2016 of the Council of Ministers). Could you please take the necessary steps regarding the area of 5 500 sq. m. as soon as possible and prior to the conclusion of the Concession agreement?</p>	<p>The property is registered and used as public state property since 2002, i.e. over 10 years. It was granted to Sofia Airport EAD for its functions of airport operator and airport administration. The property has not been derecognised from the Deed Register pursuant to Art. 108 of the Implementation Regulations of the State Ownership Act.</p>
<p>9 Please confirm that the assets under Appendix No.No. 2.A.1, 2.A.2, 2.A.3 and 2.A.4 of the Concession documentation - Appendix 2 (Description of concession) shall be included in Appendix 7 of the Concession Agreement - Concession Site.</p>	<p>We do confirm that the assets under Appendix No.No. 2.A.1, 2.A.2, 2.A.3 and 2.A.4 of the Concession documentation - Appendix 2 are part of the Concession Site.</p>

10	<p>Could you please take the necessary legal and factual steps prior to signing of the Concession Agreement for obtaining of and provision of Tolerance certificates for all the buildings, included in the Concession Site, for which no construction documentation is available, including for the buildings specified in p. 2 of Q&A_11.10.2018_3.</p>	<p>Please see the answer to question 5. Furthermore, most of the buildings are old and have not undergone any adjacent structures, superstructures or major repairs with structural changes. We believe that the prospective user should judge whether the costs for the issue of Tolerance Certificates are necessary.</p>
11	<p>In relation to your response dated 04.09.2018 that there will be a new agreement with BDZ - Tovarni prevozi, which is in process of coordination and signing, please clarify whether such a contract has been signed between the parties. Please provide it, if available.</p>	<p>Yes, new Agreement was concluded and is available for review in the Physical Data Room as of 13.12.2018 – Appendix 3.101. (Agreement № 100-Д-333/13.09.2018)</p>
12	<p>We kindly request the Grantor to confirm that, with respect to the concessionaire, Clauses 36.6.1 to 36.6.4 refer to delays or failures of the concessionaire to perform obligations which had already been due before the date on which the Force Majeure Event occurred and not to obligations which have become due after the date on which the Force Majeure Event occurred.</p> <p>If the above interpretation is not correct, we kindly request the Grantor to clarify if under Clause 36.6 the concessionaire will have the right to invoke a Force Majeure Event as a cause for delay in performing its obligations: (i) to make any payment of money due under the Concession Agreement, or (ii) to provide the Airport Services in accordance with the terms of the Draft Concession Agreement, including as a result of Concessionaire’s failure to engage suitably qualified Concessionaire's subcontractors, or (iii) to perform Imminent Works, or (iv) to raise finance; if the concessionaire has been impeded to perform any of the said obligations due to an event or series of events constituting a Force Majeure Event. If the concessionaire will not have the right to invoke a Force Majeure Event in these cases, could you please justify the reasons for that and explain whether Clause 36.6 is in compliance</p>	<p>Your understanding is hereby confirmed.</p>
13	<p>Pursuant to article 6.2 (b) (i) of the Tender Documentation no grounds for exclusion should be in place with respect to Third parties, as well as no other restriction for participation. In that regard please confirm whether the Third parties are to submit a declaration for independent bid (Form C) under article 4.3 in relation to the participation restrictions.</p>	<p>Clause 6.2(b)(i) and Appendices 11b and 11c are based on the assumption that the relationship between Bidders/Consortia and Third Parties is on exclusive basis, hence Third Parties shall provide Form C.</p>

14	In case the Bidder does not have Chief Financial Officer, is it possible the affidavit confirming that the Company's Total Net Worth have not changed significantly to be signed by the Chief Executive Officer of the Company?	Yes, this is acceptable
15	Please confirm that the applicable law to the consirtium agreement could be any foreign Law (not the Bulgarian law).	Yes, this is acceptable.
16	With reference to the new definition "Share of the Concession" in the Tender Documents, could you please clarify the meaning of the phrase "costs for the Concessionaire for performing the specific activities which will be subcontracted"? Given that these activities shall be performed by subcontractors, the Concessionaire will not incur costs in relation to their performance but will only generate revenues under the respective agreements with the subcontractors. How then the costs for the Concessionaire for the purpose of calculation the share of the concession shall be defined? Do you mean the costs for the performance of the respective activity regardless these are costs for the subcontractors and not costs for the Concessionaire?	Your understanding is correct, if the Concessionaire were not subcontracting any activities, it would incur costs for performing the Concession. Such costs will need to be considered for calculating the "Share of the Concession" in respect of the part of such costs associated with the activities which the Concessionaire intend to subcontract.
17	From your reply of 27.11.2018 we understand that amendments in the Tender Documents and in the draft Concession Agreement are anticipated on certain issues of material importance, such as the shareholders' and third parties' joint liability toward the Grantor. The lack of clarity as regards the nature, scope and specifics of the anticipated amendments has put on hold the analysis of these issues and their potential implications and has therefore significantly impeded the process of preparation of participants' offers. Furthermore, upon announcement of the said amendments, additional time shall be needed for participants to analyze the amendments and adjust their offers accordingly, as well as to take the required corporate decisions on their participation structure. Therefore, we respectfully request additional extension of the current submission date by at least 2 (two) weeks, i.e. until 12th February 2019.	On 26 December 2018 a Notice of Corrigendum No 2018/S 248-574899 was published in the Official Journal of the European Union, extending the applications and offers submission deadline until 5 February 2019. The Notice of Corrigendum amended the Tender Documents, including the draft Concession Agreement, as a result of clarification questions asked by bidders and the Commission's explanations provided. The abovementioned documents are published in the National Concessions Register under the Concession account and on the website of the Concession.