

№	Question	Answer
1.	<p>Please confirm whether the following contracts entered by and between Sofia Airport EAD and the below listed contractors have been fulfilled in full and whether there are any claims of any party thereof:</p> <ol style="list-style-type: none"> 1. Contract having outgoing № 100-Д-160 / 12.09.2014 with Denivo Group EOOD. 2. Contract having outgoing № 100 – Д – 162/ 09.09.2015 with Dorma Bulgaria EOOD. 3. Contract having outgoing № 100 – Д – 145/24.08.2015 with Interkomplekt - G EOOD. 4. Contract having outgoing № 100 – Д – 211/29.05.2018 with Kukuda Group OOD. 5. Contract having outgoing № 100 – Д – 205/13.09.2017 with Danleks EOOD. 6. Contract having outgoing № 100 – Д – 152/21.03.2018 with BM Consortium. 7. Contract having outgoing № 100 – Д – 174/16.04.2018 with Europlast International GmbH. 8. Contract having outgoing № 100 – Д – 187/30.04.2018 with Stemo OOD. 9. Contract having outgoing № 100-Д-255 /27.06.2018 with Voestalpine VAE Sofia OOD. 	<p>We confirm that the contracts, as per items 1, 2, 5, 6, 7, 8 and 9 have been fulfilled in full and there are no claims of any party thereof.</p> <p>The contracts as per items 3 and 4 are currently being performed.</p>
2.	<p>In previous responses of November 2018 via the Q&A process, the Grantor has indicated that it had not yet received the additional letter of formal notice sent on 8 November 2018 by the European Commission to the Republic of Bulgaria regarding the latter's failure to correctly transpose Directive 2009/12/EC into the local legislation. We assume that this letter has now been served on the Republic of Bulgaria's Permanent Representation to the European Union and is, thus, already available to the Grantor. Please provide a copy of that letter of formal notice. Please comment on the planned/intended measures by the Bulgarian authorities to address the concerns raised by the European Commission in that letter of formal notice.</p>	<p>EC's letter is a communication between the EC authorities and a Member State. In this respect, the relevant acts of the Commission, governing the methods and possibilities to provide such information, should also be considered. Thus, we are going to carry out an assessment of the applicability and relevance of EC's letter for the purposes of the current procedure and should these two procedures are found to be related, we shall inquire from the authorities of the European Commission, whether it is possible to make available the relevant information, contained in the said letter.</p>
3.	<p>According to the information published on 24 December 2018 on the website www.novinite.com the Minister of Transport, Information Technology and Communications ordered an audit at Sofia Airport to check the contracts for the supply of goods at the retail outlets and to analyze the receivables worth over 10,000 levs as well as the actions taken for their collection.</p> <ol style="list-style-type: none"> 1. Would you please provide more information about the reason and the background of said audit? 2. Would you please publish the audit report to the Data Room once ready? 	<p>The audit refers to the operations of the current Operator of the Sofia Airport and it is not related to the concession site or subject matter.</p>

4.	Please upload App 3 of the Tender Documents in word format in Bulgarian and in English.	Appendix 3 to the Tender Documents in word format, amended by Decision No. PK-6 of 20.12.2018 was published at https://concession-sof.bg/en/procedure
5.	<p>Following the amendments to the draft Concession Agreement published on 26 December 2018 the Airport Operator Third Party Undertaking pursuant to Appendix 11b is no longer part of the Maximum Liability Amount but provides for a separate cap for the Third Party Airport Operator “in the amount corresponding to the equity which should have been provided under the Draft Concession Agreement to the extent the Third Party would be Airport Operator Shareholder”. Our understanding is that the cap applicable to the Airport Operator Third Party Undertaking amounts to 20% or at a later stage 10% of the minimum equity capitalization of the Bidder which is BGN 200,000,000 for the period from the Concession Commencement Date until Terminal 3 becomes fully operative (i.e. the Airport Operator Third Party Undertaking would be capped at BGN 40 million or at a later stage BGN 20 million). The minimum equity capitalization may, at a later stage, be decreased to a level of BGN 100,000,000. As the Airport Operator Third Party Undertaking in Appendix 11b shall be separate to the joint and several liability of the Shareholders and the Third Party Providing the Financial Capabilities under the Draft Concession Agreement, this means that the liability cap for the Third Party Airport Operator could potentially be reduced from time to time in accordance with the provisions of the Draft Concession Agreement whereby the Maximum Liability Amount applicable to the Third Party Providing Financial Capabilities and the Shareholders remains at the fixed amount of BGN 200,000,000.</p> <p>Would you please confirm whether our understanding above is correct?</p>	The understanding is correct: whatever is the equity commitment of the Airport Operator Shareholder during the life of the Concession pursuant to the terms of the Concession Agreement, the same amount would correspond to the maximum liability of the Third Party Airport Operator under Appendix 11b.
6.	If the Bidder chooses to satisfy the requirement regarding the financial and economic standing – Bidder’s Net Worth set out in Section 4, letter (a) of schedule 3 (Content of the Applications and Offers), part 1 (Application) through the capabilities held by a Third Party as provided for under Art. 63 of the Concessions Act, for the part of the calendar year not covered by the audited financial statements who is to sign the affidavit to be provided for such period: the Chief Financial Officer of the Bidder or the Chief Financial Officer of the Third Party through whose capabilities the Net Worth requirement is proven?	As confirmed several times that when capabilities are provided by Third Parties all Forms must be supplied by the third party (and signed by the relevant duly authorised signatories)
7.	With regard to the new definition of “Share of the Concession”, please specify the type of costs to be included in the term “cost”. More particularly, please confirm whether it applies only to operating expenditures (capital expenditures being excluded) and if so, in this case whether some categories of operating expenditures are excluded.	All capital expenditures and operating expenditures are included in the term "cost".

8.	With regard to the new definition of “Share of the Concession”, please confirm that the assignment of activities which only generate revenues for the Concessionaire shall not be considered as subcontracting for the purposes of the Concession Agreement.	Please, see Instruction No. 3K-12 of 14.12.2018, published at https://www.concession-sof.bg/en/5 .
9.	With regard to the newly introduced option for bidders to only indicate in their Offers the types of activities to be subcontracted and their Share of the Concession, without nominating specific subcontractors, please confirm that if the bidder (i) indicates its intention to subcontract certain Works with a certain value (indicating also their Share of the Concession) and (ii) subsequently provides all necessary evidence proving compliance of the proposed subcontractors with all relevant criteria under the Tender Documentation, the Grantor shall not be allowed to unreasonably withhold its consent as per Clause 29.2 of the draft Concession Agreement.	Confirmed.
10.	It seems clear from the latest version of Appendix 11a (particularly Clause 5) that the Shareholders are jointly liable up to a cap of BGN 200 million, but it is not entirely clear whether such cap is “on top” of the equity to be injected into the Concessionaire company. Please clarify.	Confirmed. The equity commitment is different from the level of equity taken as a reference for determining the maximum liability. So shareholders will be required to provide equity and on top they will be responsible towards the Grantor pursuant to the terms of Appendix 11a up to an amount corresponding to the BGN 200m minimum equity contribution
11.	The wording in Clause 5.1 suggests that “each Initial Shareholder shall bear explicit liability for the obligations of the Concessionaire under the Concession Agreement”. This provision resembles a performance guarantee implying that the Initial Shareholders’ liability is not limited solely to a monetary liability. Please clarify.	According to Article 21(5) of the Concessions Act, where the concessionaire is a project company, the shareholders are jointly liable with the project company (the concessionaire) for the performance of the concession agreement.
12.	Clause 5 of Schedule 11b limits the Third Party Airport Operator’s liability to a pro-rated part of the “the equity which should have been provided under the Concession Agreement to the extent the Acceding Party would be Airport Operator Shareholder.” In the event that an entity would participate “only” as a Third Party Airport Operator, would its liability be capped at 20% of BGN 200 million?	Whatever is the equity commitment of the Airport Operator Shareholder during the life of the Concession pursuant to the terms of the Concession Agreement, the same amount would correspond to the maximum liability of the Third Party Airport Operator under Appendix 11b