

№	Question	Answer
1.	In Appendix 12 to the Concession Agreement (Permitted Encumbrances), regarding receivables, there is a reference to “assignment“. Please clarify. Does this refer to the establishment of a security - assignment by way of security – under foreign law?	Correct, this would be the assignment by way of security.
2.	Is the Safety manager, to be assigned in accordance with art. 10.4 of the Concession Agreement, the same as the person, to be appointed by the airport administration for the management of the emergency rescue activities, according to art. 7, para. 1 of Ordinance No. 3 of 25.05.2009 on ensuring emergency rescue services at civil airports?	Yes, the Safety Manager to be appointed in accordance with Clause 10.4 of the draft Concession Agreement is effectively the “Manager of the airport emergency and rescue service” within the meaning of articles 7 and 13 of Ordinance No.3/2009.
3.	Is the Life and Fire Safety Engineer, to be appointed, according to art. 10.3.1 of the Concession Agreement, expected to also carry out the activities as per art. 79, para. 2 of Ordinance No. 3 of 25.05.2009 on ensuring emergency rescue services at civil airports?	Art. 79 para.2 of Ordinance No.3/2009 imposes an obligation on the airport administration – this would be the Concessionaire, since it will be entrusted with the functions of airport administration. Then, it will be up to the Concessionaire to choose one of the options under art.79 para.3 of Ordinance No.3/2009 for performing the activities under para.2 of the same article. It is possible these activities to be carried out by the Life and Fire Safety Engineer, if it is a commercial company having the required permit.
4.	Please provide editable versions of the Forms under Schedule 3 of the Tender Documents that bidders need to fill-in.	You can find the word versions the electronic data room, published on 22.08.18.
5.	According to Clause 6.3(a) of the Tender Documents, the participation guarantee: (i) shall provide for “the same terms as	The acceptable credit rating for a bank issuing the Participation Guarantee shall be at least:

	<p>set out in Form D”; and (ii) shall be issued by a bank valued with a credit rating of at least "BBB" by Standards and Poor's or Baa2 by Moody's. In the same time, according to Schedule 3, Part 1, Clause 1(d) and according to the Form of Application, the participation guarantee shall be “in the form attached hereto as Form D” of the Tender Documents and the credit rating of the issuing bank is “BBB-“ of Standard and Poor’s.</p> <p>In relation to the above differences, please:</p> <p>A) confirm that the required credit rating of the bank, issuing the participation guarantee shall be “BBB-“ of Standard and Poor’s;</p> <p>B) confirm the acceptable Fitch rating for a bank, issuing the participation guarantee;</p> <p>C) confirm whether the rating requirements apply, if the participation guarantee is issued by a bank (branch of a bank), licensed to operate in Bulgaria or any such bank would be accepted regardless of the rating;</p> <p>D) confirm if the participation guarantee shall be issued in the form of Form D word by word or amendments, requested by the issuing bank will be acceptable. If such are acceptable, please state explicitly which conditions of Form D shall not be amended. Please consider that a bank will hardly issue a guarantee, in a form, different from the respective bank’s form.</p>	<ul style="list-style-type: none"> <li>• Standard &amp; Poor’s BBB</li> <li>• Moody’s Baa2</li> <li>• Fitch BBB</li> </ul> <p>Schedule 3, Part 1, Clause 1 (d) shall be amended to reflect the above.</p> <p>The rating requirements shall apply to all issuing banks.</p> <p>As indicated in the Form D: Participation Guarantee, non-material amendments by the issuing banks are allowed.</p>
<p>6.</p>	<p>Joint Liability</p> <p>Given the response dated 9 August 2018 to the first question in the file named (QA_09.08.18_1) and Guideline No. CA-11 of 8 August 2018 on the application of the Concessions Act referred</p>	<p>In light of the official guidance obtained from the specialized administration of the Council of Ministers”, the Grantor is considering including in the Concession</p>

	<p>to therein, please clarify what would be the limit of the joint liability of a single third party whose resources and experiences are used to satisfy fully (i.e. without any contribution of the bidder itself or any other third parties) the Total Net Worth requirement and the past experience in financing similar projects?</p>	<p>Agreement a cap on liabilities equal to the minimum capitalization requirement.</p> <p>The Grantor reserves the right to amend the draft Concession Agreement, where deemed necessary to reflect more clearly the above understanding, in which case the procedure set out in Clause 5.3 of the Tender Documents will apply.</p>
7.	<p><b>Joint Liability</b></p> <p>If a bidder provides commitment letters from banks confirming that they will finance the bidder in relation to the concession and the equity portion required by such banks for the purposes of the financing is less than EUR 400 million, will the joint liability of such third party be limited to the lesser of: (a) EUR 200 million and (b) the amount of any equity portion required by such banks?</p>	<p>In light of the official guidance obtained from the specialized administration of the Council of Ministers”, the Grantor is considering including in the Concession Agreement a cap on liabilities equal to the minimum capitalization requirement.</p> <p>The Grantor reserves the right to amend the draft Concession Agreement, where deemed necessary to reflect more clearly the above understanding, in which case the procedure set out in Clause 5.3 of the Tender Documents will apply.</p>
8.	<p>Please confirm that, taking into account the definition of a “Project Company” in the Tender Documentation and Sections 9.4(a), 9.4(d) and 9.5 of the Tender Documentation:</p> <p>a. if the First Ranking Bidder is a single bidder – Bulgarian company, which decides not to incorporate a Project Company, such First Ranking Bidder will be the Concessionaire under the Concession Agreement;</p>	<p>a. Yes, this is correct.</p> <p>b. The capitalization required under Clause 12.1.2 is applicable to the Concessionaire regardless of whether it is a single bidder or a consortium, or a project company.</p> <p>c. The shareholders of the Concessionaire will need to sign Appendix 11a, irrespective of whether the Concessionaire is a project company or not.</p>

	<p>b. such Concessionaire (not being a Project Company within the meaning of Art. 21 of the Concessions Act and the Tender Documentation) does not need to be capitalised with at least BGN 200 million under Clause 12.1.2 of the draft Concession Agreement; and</p> <p>c.the shareholders of such Concessionaire (not being a Project Company within the meaning of Art. 21 of the Concessions Act and the Tender Documentation) do not need to sign the shareholders undertaking in the form of Appendix 11a to the draft Concession Agreement.</p>	
<p><b>9.</b></p>	<p>Has Sofia Airport Ltd prepared already a proposal for the airport charges and incentives for the period 01.01.2019 to 31.12.2019. If yes, could you please provide it?</p>	<p>The consultation process on setting the airport charges for 2019 will officially begin on 31.08.2018. Information on the proposed levels could be provided after this date.</p>