

	Questions	Answers
1.	<p>According to Clause 2.8.1 of the draft Concession Agreement <i>“The Parties shall attach the list of Transferring Contracts as Part A of Appendix 16a (List of Transferring Contracts) to this Agreement and the Grantor shall update this list on the Concession Commencement Date as Part B of Appendix 16b (List of Transferring Contracts). The Concessionaire shall approve such list and such list shall be deemed approved to the extent it meets the conditions set forth in Clause 2.7.2 (New third-party contracts).”</i></p> <p>Please consider that the conditions which the new third-party contracts shall meet are set forth in Clause 2.7, titled <i>“New third-party contracts”</i>, which consists of two separate Clauses, namely Clause 2.7.1 and Clause 2.7.2.</p> <p>Please confirm that the correct reference in the last sentence of Clause 2.8.1 (bold) is to the whole Clause 2.7 titled <i>“New third-party contracts”</i>, including to each of both Clauses 2.7.1 and 2.7.2.</p> <p>Please confirm that this technical incorrectness will be removed upon the signing of the Concession Agreement.</p>	<p>We deem the references being correct as Clause 2.7.2 refers to the requirements for consents.</p>
2.	<p>Inconsistences in the wording of clause 3.2 contained in the available English and Bulgarian versions of the draft Concession Agreement have been noted. For example, the Concessionaire’s obligations under items 3.2.22 and 3.2.23 of the English version do not exist in the Bulgaria version,</p>	<p>Clauses 3.2.22 and 3.2.23 have appeared erroneously in the English version and they have to be ignored (and to be removed from the English version).</p>

	<p>respectively, the Concessionaire’s obligations under the English version are enlisted in 31 sub clauses (3.2.1 – 3.2.31) while those under Bulgarian version are enlisted under 29 sub clauses (3.2.1 – 3.2.29).</p> <p>Further, sub clause 3.2.21 of the English version refers to sub clause 18.9 (Business Plan) of the draft Concession Agreement while sub clause 3.2.21 of the Bulgarian version refers to sub clause 18.5 (Responsibility during the Concession Guarantee Period) thereof.</p> <p>Sub clause 18.9 of the English version to which sub clause 3.2.21 refers regulates Responsibility during the Concession Guarantee Period but not Business plan which is regulated under sub clause 18.8, while sub clause 18.5 to which sub clause 3.2.21 refers regulates Approval of the Investments but not Responsibility during the Concession Guarantee Period which is regulated under sub clause 18.7. Respectively, inconsistencies have been noted in the English and Bulgarian versions of clause 18 of the draft Concession Agreement the latter containing 7 sub clauses in the Bulgarian version and 9 sub clauses in English one.</p> <p>Please confirm the correct reference under sub clause 3.2.21 as well as that the technical incorrectness in clauses 3.2 and 18 will be removed and their English and Bulgarian versions will read equally.</p>	<p>With regard to Clause 18 , the numbering in the English version is correct and the Bulgarian version should be amended accordingly.</p> <p>The correct reference in Clause 3.2.21 is to Clause 18.9 (<i>Responsibility during the Concession Guarantee Period</i>).</p> <p>The Bulgarian version will be amended to reflect the English numeration, as follows:</p> <p>18.6 Second runway 18.7 Terminal 3 18.8 Business Plan 18.9 Responsibility during the Concession Guarantee Period</p>
3.	<p>Both the Concession Documentation (page 87) and the Concession Grounding Document (page 77) contain texts meaning that it is foreseen the airport charges to be kept in their current structure and refer to a table with specific airport charges single prizes in EUR corresponding to the currently</p>	<p>There is no impediment for the Concessionaire to change the airport charges during the first year of the Concession. Please note that any modification of the airport charges shall be carried out in compliance with Chapter ten “C” of the Civil Aviation Act (“Procedure for determining the</p>

	<p>applicable airport charges. The Draft Concession Agreement provides for the exclusive right of the Concessionaire to set and collect the Airport Charges from the Users (clause 3.1.1 (a)) and does not contain an express provision not allowing changes in the airport charges in the first year of the concession.</p> <p>Please confirm that during the first year of the Concession the Concessionaire will have the right to amend the airport charges, collected by the Concessionaire, in accordance with the applicable legislation, without this qualifying as a breach of the Concession Agreement.</p>	<p>airport fees of an airport with annual traffic exceeding 5 million transported passengers or of an airport with the largest number of transported passengers on the territory of the Republic Of Bulgaria (New - SG 81/11). In summary, the procedure requires mandatory consultations with airport users or representatives of airport users' associations on the level of airport charges.</p>
4.	<p>According to Clause 1.4 of Appendix No.5 to the Concession Agreement the obtainment by the Concessionaire of express unconditional merger control approval required either by the Bulgarian Competition Commission in accordance with Bulgarian law [Protection of Competition Act, in Bulgarian: Закон за защита на конкуренцията, promulgated in the Bulgarian State Gazette issue no. 102 of 28 November 2008, as amended from time to time], as in force, or by the European Commission in accordance with Council Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings (the EC Merger Regulation) is a condition precedent for occurrence of the Concession Commencement Date under Clause 2.3 of the Concession Agreement.</p> <p>Given that the decision of the Bulgarian Competition Commission can be appealed by third parties (even though, entirely groundless) and such appeal will postpone the approval's entering into force until the dispute is resolved by the court, please confirm that unconditional merger control</p>	<p>In principle, under the Bulgarian law, the obtainment by the Concessionaire of express unconditional merger control approval required by the Bulgarian Commission for Protection of Competition (CPC), together with immediate enforcement allowed by the CPC pursuant to art. 66, para.2 in link to art.88 of the PCA, would be sufficient to satisfy the Condition Precedent under Clause 1.4 of Appendix No.5 to the draft Concession Agreement. Nevertheless, in view of the possible risk the CPC's merger control approval to be repealed by the court, with the related consequences thereof, the draft Concession Agreement is based on the understanding that the CP in question means the obtainment of a final and binding merger control approval. The Grantor reserves its right to consider this question further and to refine the wording of Clause 1.4 of Appendix 5 to the draft Concession Agreement accordingly.</p>

	approval with immediate performance allowed by the CPC under Art. 66, para 2 of the CPA is sufficient to satisfy the condition precedent under Clause 1.4 of Appendix No.5 to the Concession Agreement.	
5.	Please confirm that the commitments approved by the Commission Protection Competition by Decision No. 492 dated 04 May 2010 have been duly and timely performed by Sofia Airport EAD, as well as have not been breached afterwards.	In connection with the decision No 492 of 04.05.2010 of the CPC, Sofia Airport EAD has duly and timely performed its commitments and has granted access to Swissport Bulgaria AD, and has not breached these commitments to this day.
6.	Please provide information about the policy of Sofia Airport on providing discounts/rebates in relation to the ground-handling services.	The information is available for review in the Physical Information Room under terms and procedures specified in Art. 5.1 of the Concession Documentation, Appendix 2.16. of Folder 2.0.
7.	Please provide the appeal filed by Swissport Bulgaria AD against Decision 528/16.05.2017 on the basis of which administrative case No. 7087/2017 at the registry of the Supreme Administrative Court, IV Department, has been formed.	It is available only to the parties involved.
8.	In item 3 of Q&A_09.08.2018_5, VDR you have provided breakdown of the employees according to education where the total number of employees is 2338. Please specify to which date refers the information including the information about the total number of employees. Please specify if the breakdown includes the employees in VIP A, Varna and Balchik.	The information provided is as of 09.08.2018. The total number of employees (2338) includes the employees of VIP-A, Varna and Balchik.
9.	In item 46 of Q&A_09.08.2018_5, VDR you have provided breakdown of the employees according to the category of labour where the total number of employees is 2338. Please specify to which date the information refers. Please specify	The information provided is as of 09.08.2018. The total number of employees (2338) includes the employees of VIP-A, Varna and Balchik.

	<p>if the breakdown includes the employees in VIP A, Varna and Balchik.</p>	
<p>10.</p>	<p>Reference is made to question and answer #24 issued on 06. August 2018.</p> <p>Please note that the definition of “Works” of the Draft Concession Agreement reads as follows: "Works" shall mean the Imminent Refurbishment Works [...], and any other works and Capital Expenditures necessary in order for the Airport or parts thereof to be constructed, refurbished or upgraded in accordance with the terms of this Agreement as more particularly set out in Appendix 18 (Minimum Technical Requirements)”</p> <p>The Tender Documentation sets the minimum amount for capital expenditures to EUR 600 million without VAT for the term of the concession period of 35 years. The definition of Works depicted above is unclear if it is covering the entire term of the concession period or a specified period which is therefor ambiguous to your answers where you refer to “rolling amount of Works” and “Works phase” which are not defined. This ambiguity is supported by the last sentence of clause 16.2.1 of the Draft Concession Agreement which refers to any future Works and reads as follows: “Works Performance Guarantees shall be renewed on the same terms as specified in Appendix 14 for any future Works again covering 10% of the rolling amount of such future Works for each subsequent construction period.” Please see the following example:</p> <p>(T0) Concessionaire’s obligation for 35 years over the concession term on Effective Date: EUR 600 million.</p>	<p>Please note that Capital Expenditure is defined in the Concession Agreement. Furthermore, as pointed out on 6 August 2018, for the purpose of calculating the Works Performance Guarantee, the term “works”, at any given time, refers to the works and capital expenditures but please note that it is a percentage of 10% of the rolling amount of Works (so each Works phase requires a guarantee but if there are no Works on-going, there is no need for a guarantee). We are not calculating the guarantee percentage from the outstanding absolute amount but from the value of a specific project of outstanding works. If a project is completed, you will not need a guarantee for the period where there are no project works ongoing.</p>

	<p>Amount of Works Performance Guarantee 10% of EUR 600 million = EUR 60 million</p> <p>(T+2) Finalizing of a project falling under the definition of Works in the amount of EUR 200 million. Calculation of “rolling amount of Works”: EUR 600 million – EUR 200 million = EUR 400 million. Reduction of Works Performance Guarantee from EUR 60 million to EUR 40 million.</p> <p>(T+3) Finalizing of a project falling under the definition of Works in the amount of EUR 50 million. Calculation of “rolling amount of Works”: EUR 400 million – EUR 50 million = EUR 350 million. Reduction of Works Performance Guarantee from EUR 40 million to EUR 35 million etc.</p> <p>Please provide a clear definition of “rolling amounts of Works” and “Works phase” and amend/specify the documentation accordingly.</p> <p>Please clarify why the definition of the term “Capital Expenditures” is missing or specify/amend the documentation accordingly.</p>	
11.	<p>Please confirm whether the declarations provided in the Templates to the Application in Schedule 3, part 1 of the Tender Documents should be signed with an electronic signature or they can be signed manually, scanned as PDF documents and the scanned copy verified with an electronic signature?</p>	<p>The Application and the Proposal shall be signed with electronic signatures in accordance with Clause 7.1(a) of the Tender Documents and art.89 para.2 of the Concessions Act. The supporting documents to be enclosed to the Application or the Proposal respectively, including the declarations provided as Forms C, E.1 and E.2 in Schedule 3, part 1 of the Tender Documents, may be signed manually, scanned as PDF documents and the scanned copies verified with an electronic signature.</p>

12.	In relation to Template G of Schedule 3, part 1 of the Tender Documents, please confirm whether each member of the Consortium should fill in a separate Excel table with its net value or a consolidated table with the net value of all member should be filled in.	Each Consortium member should fill a separate Excel table with the respective reference to their financial statements.
13.	<p>Please confirm whether an official translation of the following documents is required. Where the respective competent authorities allow for an electronic document to be issued, would an unofficial translation suffice?</p> <ol style="list-style-type: none"> 1. Certificate of good standing of each member of the Consortium, to be attached to the Application; 2. Criminal records; 3. Certificate for lack of outstanding tax or social security contributions obligations. 	<p>Unofficial translation is required for all documents to be submitted with the Application and Offer, except for the Power of Attorney (if applicable – see Clause 7.1(b) and Form B of schedule 3 (<i>Content of the Applications and Offers</i>), part 1 (<i>Application</i>) of the Tender Documents).</p> <p>The documents listed in Clause 9.6(a) of the Tender Documents (including criminal record certificate and certificate for lack of outstanding tax or social security contributions obligations) are required only with regard to the First Ranking Bidder and only prior to signing the Concession Agreement. Such documents will need to be submitted with official translation.</p>
14.	Please define which positions are deemed managerial in relation to the List of people to be appointed on managerial positions (requirement for the issuance of an Airport Operator License)	The specific staff requirements for management staff are set out in Regulation (EU) No 139/2014 of 12 February 2014, Annex III, Subpart D-Management, item ADR. OR. D.015 “Personnel requirements”, as well as in the Acceptable Means of Compliance (AMC) and the Guidance Materials (GM), published at https://www.easa.europa.eu/document-library/acceptable-means-of-compliance-and-guidance-materials . Identical requirements apply for management staff at Sofia Airport within the meaning of Article 34 paragraph 2b (a) of Ordinance 20/2006.

15.	Please confirm whether there are any formality requirements toward the Consortium Agreement (eg. notary certification, translation and legalisation, etc.). Also, please confirm if there is a requirement the consortium agreement to be governed by Bulgarian law or it could be governed by another law.	There are no formality requirements for the Consortium Agreement which can be subject to Bulgarian law or other laws.
16.	Please confirm whether, where it is not explicitly specified otherwise, for any document that requires translation unofficial translation into Bulgarian or English will suffice (as the case may be).	Unofficial translation in Bulgarian/English will suffice, unless expressly specified otherwise.
17.	Please confirm whether unofficial translation of the Declaration from the CFO, confirming that the total net value has not changed, into Bulgarian would suffice.	Unofficial translation in Bulgarian will suffice.
18.	The template for the Third Party Undertaking provided in Appendix 11 of the Concession Agreement implies that this document is signed after the Concession Agreement has been concluded. However, Clause 6.2 of the Tender Documents provides for an obligation for the Bidder to present signed Third Party Undertaking with its Application. Please confirm at which stage the Third Party Undertaking should be presented – with the Application or after the signing of the Concession Agreement. Please also confirm whether the template provided in Appendix 11 of the Concession Agreement is the template that is to be presented with the Application of the Bidder.	Pursuant to Clause 6.2(3) of the Tender Documents, where applicable, Third Party Undertakings need to be submitted to the Grantor during the tender phase together with the Application (see also Form A Application, para III letter (c) of Schedule 3 Part 1), using the forms under Appendix 11b and Appendix 11c to the Concession Agreement. As to Appendix 11a to the Concession Agreement, it will need to be executed (as a condition precedent to Concession Commencement Date) only by the shareholders of the First Ranking Bidder in case such Bidder opts for incorporating a Project Company (i.e. post tender phase).
19.	Please confirm whether the Third Party Undertaking can be signed with electronic signature or signed manually and scanned as a PDF document.	Pursuant to Clause 6.2(b)(iii) of the Tender Documents, Bidders shall submit Third Parties Undertakings to the extent Clause 6.2 of the Tender Document applies. Clause 7.1 of the Tender Documents provides for the principles applicable to the ways of signing/executing declarations.

20.	Please confirm whether the Technical proposal should be signed at all and if yes, please confirm whether it should be signed with an electronic signature and who should sign it.	The Technical Proposal will need to be attached to the Offer, hence no specific signature is required
21.	Please confirm whether the Financial proposal should be signed at all and if yes, please confirm whether it should be signed with an electronic signature and who should sign it	The Financial Proposal will need to be attached to the Offer hence no specific signature is required
22.	Unused paid leave In view of the transfer of employee contracts as part of the Concession, please elaborate on the way the unused days of paid leave will be settled by the current operator or transferred to the Concessionaire.	The regulations of the Acquired Rights Directive and in its implementing provisions into Bulgarian law will need to be observed so externally there is a joint and several liability, the internal relationship is governed by Clause 9.1.4 of the Concession Agreement.
23.	Guarantees issued With regards to the guarantees issued by Sofia Airport EAD (as per file "2.3.7" in the physical data room), please elaborate whether such guarantees will have to be issued by the future Concessionaire and under what conditions.	The bank guarantees – Appendix 2.3.7 in the Physical Information room are: 1. opened by Sofia Airport EAD in favour of IATA as securing the obligations of Sofia Airport in reference to issued aircraft tickets in the event of abuse, bankruptcy or liquidation and 2. bank guarantee for suspension of excise duty arrangement in favor of the Customs Agency. In the event that the Concessionaire attains a similar arrangement with IATA or receives a licence for a warehouse keeper, he will have to meet the conditions required for carrying out of these activities.
24.	In relation to Art. 2.2. of the draft Concession Agreement - please provide more details on the grounds / substance of the Award Fee due by the Concessionaire to the International Finance Corporation /IFC/ (considering that the concession will be awarded by the Grantor and not by the IFC). Will IFC issue an invoice to the Concessionaire for the Award Fee and	IFC will issue an invoice to the Concessionaire for services performed by IFC to the Grantor.

	will there be a separate contract between the Concessionaire and the IFC? What is the reason for paying the Award Fee - consideration for services performed by the IFC to the Grantor or the Concessionaire, or different ground?	
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