

№	Question	Answer
1	<p>Schedule 3 - Part 1 - Form H: Experience Raising Finance Certificate - We request the following modification:</p> <p>The undersigned [full names] _____ in my capacity as authorized signatory / arranger for the Project of [name of Grantor /owner /financing institutions' mandated lead arranger or agent]</p>	<p>„Authorized representative“ includes the authorized signatories. As for the “arranger for the Project“, it is unacceptable to include such a definition, which does not actually specify who is that arranger and does he have all the necessary powers and authorities to sign.</p>
2	<p>As per clause 6.3 (a) of Tender Document, The Participation Guarantee shall be an irrevocable and unconditional on demand bank guarantee issued in favour of the Grantor as beneficiary by a first-rate bank valued with a credit rating of at least BBB by Standards and Poor's or Baa2 by Moody's. Please confirm if Participation Guarantee can be issued by any branch of any bank meeting the above criteria, having having Participation Guarantee issuing Branch outside Bulgaria.</p>	<p>The Participation Guarantee may be issued by any bank, meeting the specified criteria, including banks and branches outside Bulgaria.</p>
3	<p>In Article 2.7.2 of the draft Concession Agreement it is provided that “the relevant third-party contract shall be deemed to be approved by the Concessionaire” “if the Concessionaire fails to provide its consent within ten (10) days”. The wording in 2.7.2 is a bit ambiguous but would become clear if the word “consent” is replaced by “response”: “if the Concessionaire fails to provide its response within ten (10) days...” Please consider such amendment.</p>	<p>The Grantor will review and consider your proposal. There is no obstacle to replacing the word “consent” by “response”.</p>

4	<p>Article 1.1 (Definitions) of the draft Concession Agreement: The definition of “Transition Period” does not include the period between the Final Disclosure Date and the Effective Date (i.e. the signing of the Concession Agreement). We noted Article 4.2.6 in the draft Concession Agreement. However, this Article does not provide sufficient protection against a deterioration of the current status as it contains a „knowledge qualifier“ and is far below what we would expect as a warranty for the operation of the airport. Please consider the deletion of the knowledge qualifier in Article 4.2.6. Moreover, as the term Transition Period is used in the draft Concession Agreement in provisions that aim at protecting the Concessionaire against adverse changes until the Concession Commencement Date and of which the Concessionaire may not be aware of if these occur between the Final Disclosure Date and the signing of the Concession Agreement please consider inserting in Article 4.2.6 of the draft Concession Agreement (i) an unqualified warranty by the Grantor that the Airport has been operated between the Final Disclosure Date and the Effective Date (Signing) materially in the same way and has been maintained at the same quality and service level (not limited to the fuel capacity) as before the Final Disclosure Date and (ii) a renewal of that warranty as of the Concession Commencement Date (or a respective undertaking for the Transition Period) should be considered in order to protect the Concessionaire against an impairment of the Concession Site during the period between the Final Disclosure Date (which will be, from a Due Diligence perspective, the level that forms the basis of the decision to make the bid) and the Effective Date (which</p>	<p>Предложението не може да бъде прието. Дадените към момента гаранции са балансирани.</p> <p>This proposal cannot be accepted. The current guarantees are considered to be balanced.</p>
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	<p>should be covered by (i) before) and the Transition Period (which should be covered by (ii) before) without remedy. Any shortfall of the quality and service level should entitle the Concessionaire to claim for an adequate compensation.</p>	
5.	<p>Please, confirm that D & A of upfront concession fee and interest expenses of loan for payment of the upfront con fee are cost elements of the calculation of aviation charges. We enclosed a calculation with dummy figures. Please, confirm the mechanism of the calculation:</p> <p>Cost of materials of aviation activities = 10 Cost of purchased services of aviation activities = 12 Personnel expenses of aviation activities = 30 Other operating expenses of aviation activities = 15 D & A of aviation activities = 25 D & A of upfront con fee = 23 Indirect costs (technical and administrative), share = 5 Interest expenses of upfront con fee's loan = 12 Booked value of assets of aviation activities = 100 WACC = 1% Calculation of WACC = 1 Total regulated costs = 133</p>	<p>In conformity with our previous answers, we would like to note once again that the airport charges are determined by the airport operator, subject to the application of the Methods for Determining the Airport Charges II, forming Appendix No. 1 to art. 1, para. 3 of the Ordinance on the charges for using public-use airports and for aviation services in the Republic of Bulgaria and the principles, set out in ICAO's principles on airport and aviation charges – Doc 9082, and ICAO's Airport Economics Manual – Doc 9562 (including Appendix No. 3 Calculation of the weighted average cost of capital, containing a detailed description of the WACC calculation formula). We believe that the provisions of these documents enable the airport operator to incorporate all the cost elements, related to the external lending, as well as the cost of capital, calculated in accordance with the formula, set out in ICAO's Airport Economics Manual – Doc 9562, Appendix No. 3, at his sole discretion, as long as the method of calculation can be justified in the process of consulting with the airport users.</p>
6	<p>The definition of "Transferring Contracts" only generally refers to "any third-party contract to which the Current Operator is a party which relates to the Concession Operations, including leases, contracts with Airlines, ground handling services providers, public enterprises, public enterprises Utilities, Competent Authorities, as listed</p>	<p>The Grantor will review and consider your proposal.</p>

	<p>in Appendix 16a". As Appendix 16 is not provided and there is no clear mechanism who fills in the content of the appendix, would it be possible the draft Concession Agreement to regulate a mechanism, which allows the Concessionaire to have discretion what contracts it wishes to assume.</p>	
7	<p>If based on the Capacity Assessment of the Airport pursuant to art. 25.3 of the draft Concession Agreement and in compliance with the methodology adopted according to Appendix 6 (Key Performance Indicators (KPI) - Performance Measurement) a well-grounded conclusion is drawn that the achievement of the Key Performance Indicators does not require the exploitation of all premises and facilities existing by the Concession Commencement Date, are the relevant clauses of the draft Concession Agreement (and in particular those of Article 25.3) to be interpreted to the effect that the temporary or permanent decommissioning of the unnecessary buildings and facilities is admissible?</p>	<p>Yes, this is acceptable.</p>
8	<p>Please confirm how the Application and the Proposal are to be signed - manually and after that scanned and verified with electronic signature or they should be signed with an electronic signature only.</p>	<p>Please, refer to the answer to question 11, published on 27.08.2018, clarifying that: 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,</p>

		scanned as PDF documents and the scanned copies verified with an electronic signature.
9	Please confirm that the verification of the correctness of the manually signed Application and Proposal, including the manually signed attachments to them (all sample forms) and uploaded on an Electronic Device, may be made with the electronic signature of a proxy (attorney-at-law).	<p>Please refer to the answer to question 8 above, providing the necessary information on the acceptable methods of signing the Application and the Proposals.</p> <p>As for the Authorized Signatories, unless expressly specified otherwise in the Forms to the Concession Documentation, the forms shall be signed by the Authorized Signatory of the person, issuing the respective document, according to the relevant Form.</p> <p>Unless otherwise required by the Forms to the Concession Documentation, it is not necessary to attach documents, evidencing the powers and authorities of the Authorized Signatory, to represent the person, issuing the document, according to the respective Form.</p>
10	Please confirm whether the list of people, proposed to be employed at management positions, is to be signed and if yes, by whom is it to be signed - the Airport Operator or the Lead Member?	The list of the key employees shall be included in the Business Plan, which is to be submitted, as a part of the Technical Proposal. Bidders are not required to specifically sign the list of the key personnel.
11	In accordance with the Tender Documentation, Part 1, item 3 (b) (i), the Participant has to prove financial stability through the documents in item 4 of Part 1. Please clarify whether there are any other documents, apart from those in item 4, that need to be provided in connection with proving the financial stability of the Airport Operator. Please confirm if the documents that prove financial stability have to be provided twice - once in connection with item 3 (b) (i) and once in connection with item 4.	The documents, that need to be provided, in order to fulfill the requirements of item 3 (b) (i) (Bidder's financial stability) and item 4 of Part 1 of Appendix 3 (Contents of the Applications and Proposals) are detailed in item 4 of Part 1. The bidders are not required to provide the same documents twice.